

THIS DEED is made the 21st day of April 2021

BETWEEN:-

- (1) EARNING YIELD LIMITED ( 潤誼有限公司 ) whose registered office is situate at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) (Holder of Hong Kong Identity Card No. of ("the Second Owner" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) NEW WORLD PROPERTY MANAGEMENT COMPANY LIMITED (新世界物業管理有限公司 ) whose registered office is situate at 4/F., Tsim Sha Tsui Centre, No.66 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong ("the Manager") of the third part.

WHEREAS :-

- (1) Immediately prior to the said Assignment to the Second Owner hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant.
- (2) The First Owner has developed and is in the course of developing the Development on the Lot in accordance with the Approved Building Plans.
- (3) For the purposes of sale, the Lot and the Development have been notionally divided into 8,295 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Second Owner of the other part ("the said Assignment") and for the consideration therein expressed, the First Owner assigned unto the Second Owner the Second Owner's Unit.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Development and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Development.
- (6) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

- (7) Any headings and sub-headings in this Deed are included merely for ease of reference and guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
- (8) In interpreting this Deed the "ejusdem generis" rule of construction shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- (9) Where an Owner comprises two or more persons and/or corporations, all obligations imposed on an Owner under this Deed (expressed or implied) are imposed on and bind such persons and/or corporations jointly and severally.
- (10) Any reference in this Deed to a specific ordinance includes a reference to any statutory extension, amendment, modification or re-enactment thereof and any subsidiary legislation made under such ordinance or its extension, amendment, modification or re-enactment and any general reference to "ordinance" or "ordinances" includes any ordinance already or in the future to be passed and the subsidiary legislation made thereunder.
- (11) The Owners' obligations imposed by each Clause or sub-clause of this Deed shall not be restrictively construed and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from other Clauses and sub-clause of this Deed, and each Owner shall observe, obey and comply with each of the obligations imposed herein as a separate and distinct obligation.
- (12) The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors-in-title and assigns and the benefit and burden thereof shall be annexed to every part of the Lot and the Development held therewith.
- (13) Nothing herein contained shall contravene the provisions of the BMO and in so far as the law permits, if any provision in this Deed is in breach of a mandatory provision in the BMO, such contravening provision in this Deed shall be deemed null and void and is deemed to have been severed from this Deed without vitiating the validity of the remaining provisions of this Deed.
- (14) No provision in this Deed may result in a breach of the Government Grant to the intent that if any provision in this Deed may result in a breach of the Government Grant, such provision shall be deemed null and void and is deemed to have been severed from this Deed without vitiating the validity of the remaining provisions of this Deed.

NOW THIS DEED WITNESSETH as follows :-

## DEFINITION AND INTERPRETATION

### DEFINITIONS :-

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

"Approved Building Plans" means the general building plans and specifications in respect of the Development prepared by the Authorized Person for the development of the Lot approved by the Building Authority under Ref. No. BD2/4053/16 and include any approved amendments thereto from time to time.

"Authorized Person" means Mr. Lam Chung Wai of AGC Design Limited, an authorized person as defined in section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of the Hong Kong Special Administrative Region) appointed by the First Owner for the construction of the Development, which expression shall include any other authorized person or persons appointed by the First Owner from time to time.

"BMO" means the Building Management Ordinance (Chapter 344 of the Laws of the Hong Kong Special Administrative Region) or any statutory modification or re-enactment thereof for the time being in force.

"Club House" means and includes the recreational areas providing residents' recreational facilities including but not limited to the gym room, indoor activity area, lift lobby, male lavatory, accessible unisex toilet, female toilet, toilets, store room and Pipe Duct (Clubhouse) all on the Second Floor and facilities ancillary thereto and other areas or facilities erected constructed and provided by the First Owner in the Development for the use of the Owners or Occupiers of the Residential Units and their bona fide visitors for recreational purposes.

"Club Rules" means the rules and regulations as may be made, revoked or amended by the Manager from time to time relating to the recreational facilities and the use, management, operation and maintenance of the recreational facilities.

"Commercial Accommodation" means those parts of the Development constructed or to be constructed for use as shops, commercial, retail or other non-residential purposes in accordance with the Approved Building Plans and all facilities and installations incidental thereto including but not limited to :-

- (a) the Shop(s) and Store on the Ground Floor and the Shop(s) on the First Floor;
- (b) the accessible unisex toilet, male toilet, female toilet, staircases serving the Commercial Accommodation exclusively, Pantry and Lift lobby all on the Ground Floor;
- (c) the Lift lobby, maintenance flat roof, staircases and flat roof serving the Commercial Accommodation exclusively, Temporary Refuge Space, male toilet, female toilets and accessible unisex toilet all on the First Floor;
- (d) the air-conditioner platform for Shops on First Floor;

- (e) the lift (designated as Lift P1 on the Plans annexed to this Deed) from Ground Floor to First Floor;
- (f) the architectural feature on the First Floor and Second Floor;
- (g) Aluminium Cladding, Glassfibre Reinforced Concrete Architectural Feature, Glassfibre Reinforced Concrete Cladding on the First Floor; and
- (h) the portion(s) of external walls from the Ground Floor to the First Floor (other than those forming part of the Development Common Areas, the Commercial Common Areas or the Residential Common Areas).

"Commercial Common Areas" means the Planter (Greenery Area) on the First Floor and the female toilet on the Ground Floor which are for the purpose of identification shown and coloured Yellow Hatched Black on the Plans annexed to this Deed, the accuracy of such plans is certified by the Authorized Person.

"Commercial Management Budget" means the budget to be prepared for the Commercial Common Areas more particularly described in Clause 14(a)(iii) hereof.

"Commercial Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Common Areas.

"Common Areas" means collectively the Commercial Common Areas, the Development Common Areas and the Residential Common Areas and all those parts of the Development designated as common areas in any Sub-Deed (if any), each of which Common Areas shall, where applicable and not inconsistent with the provisions of this Deed, include those common parts specified in Schedule 1 to the BMO (excluding those parts of the external walls (including curtain walls) of the Development which form part of a Residential Unit or the Commercial Accommodation).

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Development Common Facilities and the Residential Common Facilities and all those facilities of the Development designated as common facilities in any Sub-Deed.

"Development" means the whole of the development comprising, inter alia, the Residential Accommodation and the Commercial Accommodation erected or to be erected on the Lot in accordance with the Approved Building Plans the address of which is No. 74 Waterloo Road, Kowloon, Hong Kong known as "TIMBER HOUSE (臻樺)".

"Development Common Areas" means all those areas or parts of the Lot and the Development the right to the use of which is designated for the common use and benefit of the Owners and Occupiers of all the Units and is not given by this Deed or otherwise to the First Owner or an Owner of any individual Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing:-

- (a) external walls (including but not limited to the curtain walls) but excluding external walls forming part of the Commercial Accommodation or the Commercial Common Areas or the Residential Common Areas or a Residential Unit;
- (b) the foundations, columns, beams and other structural supports and elements; Refuse Room and Material Recovery Chamber, Fire Service Control Room, Sprinkler Control Valve, Town Gas Inlets, Pipe Ducts, Fire Service and Sprinkler Inlets, Water Meter Cabinet, TBE lead-in, Transformer Room, Aluminium Feature and staircases (other than the staircases forming part of the Commercial Accommodation or the Residential Common Areas) on the Ground Floor; Rain Water Harvesting Pump Room and staircase on the Upper Ground Floor; the Pipe Ducts, Low Voltage Switch Room, Fire Service Water Pump Room, Potable Water Tank, Potable Water Tank and Pump Room, Electrical Room, Water Meter Cabinets, Telephone Duct, Hose Reels, Aluminium Feature, Rainwater Recycling Tank, Rainwater and Flushing Water Tank and Pump Room, Flushing Water Tanks and staircases (other than the staircase forming part of the Commercial Accommodation) on the First Floor; Fire Service Water Tank, Sprinkler Water Pump room, Aluminium Feature and Pipe Duct at Upper Part of First Floor; the Telecommunication Broadcast Equipment Room, Sprinkler Water Tank, Cable Ducts, Electrical Cabinet, Pipe Ducts, Covered Landscape, Aluminium Feature and staircase (other than the staircase forming part of the Residential Common Areas) on the Second Floor; the Dog House for Staircase No. 3 and Architectural Feature on the Third Floor; the lift lobby(ies) (other than lift lobbies forming part of the Residential Common Areas or the Commercial Accommodation); the staircases, planters and flat roofs (excluding any staircase(s), planter(s) and flat roof(s) forming part of any Unit(s) or forming part of the Residential Common Areas) on the Roof Floor to the Upper Roof 2 Floor; the Refuge Area, Water Meter Cabinet, Pipe Ducts, Irrigation Mixing Water Tank & Potable Water Tank and Irrigation & Potable Water Booster Pump Room, Irrigation Mixing Water Tank, Electricity Cabinet, Hose Reel and Telephone Duct on Roof Floor; the Potable Water Tank and Pump Room and Potable Water Tank on Upper Roof 1 Floor; the Flushing Water Tank and Booster Pump Room, Flushing Water Tank and Emergency Generator Set Room on Upper Roof 2 Floor; Dog House for Genset Exhaust Pipe, Hatch for Maintenance, the Gondola System and flat roofs on the Top Roof Floor;
- (c) the Slopes and Retaining Walls which are located within the Lot;
- (d) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (e) such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Commercial Accommodation, the Commercial Common Areas and the Residential Common Areas;
- (f) the Right of Way Areas situated within the Development Common Areas;
- (g) such additional areas of the Development as may at any time be designated as Development Common Areas by the First Owner subject to the approval by a resolution of Owners at an

Owners' meeting convened in accordance with the provisions of this Deed; which Development Common Areas are for the purpose of identification shown and coloured Orange and Orange Hatched Black on the Plans annexed to this Deed, the accuracy of such plans is certified by and on behalf of the Authorized Person.

**"Development Common Areas and Facilities"** means collectively the Development Common Areas and the Development Common Facilities.

**"Development Common Facilities"** means all those facilities and installation in the Development used in common by or installed or intended for the common use and benefit of the Development as a whole as part of the amenities thereof (and not just for the exclusive benefit of any particular part thereof) and which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Development and includes but not limited to the sewers, drains, gutters, manholes, storm water drains, water courses, channels, water mains, cables, pipes, wires, ducts, flushing mains, fresh water mains, gas valve, fire services installations, fire warning system, fire fighting equipment, fire hydrant, hose reel system, sprinkler system, sprinkler control valve set, fire alarm system, emergency generator, artificial lighting and backup emergency lighting system, portable appliances, exit signs, visual fire alarm system, security equipment and facilities, ventilation fans, lights, lightning post, lightning rods, switches, meters, sanitary fittings, refuse disposal equipment, communal aerials, equipment, cat ladder, metal grating device, plant and machinery and other like installations, facilities or services and such additional devices and facilities of the Development as may at any time be designated as Development Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed.

**"Development Management Budget"** means the budget to be prepared for the Development more particularly described in Clause 14(a)(i) hereof.

**"Development Management Expenses"** means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Development as a whole (except the Residential Units and the Commercial Accommodation) and in particular the Development Common Areas and Facilities but excluding the Commercial Management Expenses and Residential Management Expenses as provided herein.

**"Fire Service Installations for Open Kitchen Unit"** means and includes automatic sprinkler systems and automatic fire detection (including sprinkler heads, sprinkler pipes, sounder base smoke detectors, wirings and conduits) and other fire-safety provisions for the open kitchens provided in accordance with the Fire Safety Management Plan within and forming part of the Open Kitchen Unit.

**"Fire Safety Management Plan"** means the fire safety management plan for the provision of open kitchens in the Residential Units submitted by the Authorized Person to the Building Authority for the approval of the Approved Building Plans, including subsequent variations or amendments thereto from time to time, approved or required by the Buildings Department, the Fire Services Department and any other relevant Government departments.

**"Fit-out Rules"** means the rules to regulate the fitting out of the Residential Units, Units and Shops as from time to time made, revoked, amended and supplemented by the Manager pursuant to the provisions of this Deed.

**"Fit-out Deposit"** means a deposit to be paid by each Owner or Occupier of a Unit to the Manager prior to the commencement of any repair, renovation, fitting out of, or any work to be carried out to his Unit as security for any damage or loss as may be caused to the Common Areas and Facilities or any part of the Lot and the Development, which amount shall be HK\$5,000.00 or such other amount as stipulated in the House Rules and subject to any revision from time to time as the Manager thinks fit.

**"Gondola System"** means the gondola system installed at the Top Roof Floor of the Development including but not limited to the gondola, anchor posts for gondola, gondola rail, brackets, hinges, posts, support elements for the gondola and related equipment and cleaning apparatus.

**"Government"** means the Government of the Hong Kong Special Administrative Region of the People's Republic of China and includes all or any of the Government departments.

**"Government Grant"** means the following Government Leases :-

(1) The new Government Lease of Section G of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to the entitlement contained in the Government Lease of Kowloon Inland Lot No 3903, particulars whereof are as follows:-

- (a) Date : The 9th day of December 1937
- (b) Parties : King George VI of the one part and Wong Kam Pui of the other part
- (c) Term : 75 years commencing from the 13th day of April 1931 with a right of renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)
- (d) Lot No. : Kowloon Inland Lot No. 3903

(2) The new Government Lease of Section H of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to the entitlement contained in the Government Lease of Kowloon Inland Lot No 3903, particulars whereof are as follows:-

- (a) Date : The 9th day of December 1937
- (b) Parties : King George VI of the one part and Wong Kam Pui of the other part
- (c) Term : 75 years commencing from the 13th day of April 1931 with a right of renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)

(d) Lot No. : Kowloon Inland Lot No. 3903

(3) The new Government Lease of Section I of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to the entitlement contained in the Government Lease of Kowloon Inland Lot No 3903, particulars whereof are as follows:-

(a) Date : The 9th day of December 1937

(b) Parties : King George VI of the one part and Wong Kam Pui of the other part

(c) Term : 75 years commencing from the 13th day of April 1931 with a right of renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)

(d) Lot No. : Kowloon Inland Lot No. 3903

(4) The new Government Lease of Section J of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to the entitlement contained in the Government Lease of Kowloon Inland Lot No 3903, particulars whereof are as follows:-

(a) Date : The 9th day of December 1937

(b) Parties : King George VI of the one part and Wong Kam Pui of the other part

(c) Term : 75 years commencing from the 13th day of April 1931 with a right of renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)

(d) Lot No. : Kowloon Inland Lot No. 3903

(5) The new Government Lease of The Remaining Portion of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to the entitlement contained in the Government Lease of Kowloon Inland Lot No 3903, particulars whereof are as follows:-

(a) Date : The 9th day of December 1937

(b) Parties : King George VI of the one part and Wong Kam Pui of the other part

(c) Term : 75 years commencing from the 13th day of April 1931 with a right of



renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)

(d) Lot No. : Kowloon Inland Lot No. 3903

(6) The new Government Lease of Extension to The Remaining Portion of Kowloon Inland Lot No. 3903 for the further term of 75 years from 13<sup>th</sup> day of April 2006 is deemed to have been granted under and by virtue of the provisions of the Government Leases Ordinance, Cap.40 pursuant to certain Conditions of Extension deposited and registered in the Land Registry as Conditions of Extension No.5708, particulars whereof are as follows:-

(a) Date : The 28<sup>th</sup> day of January 1957

(b) Parties : The Director of Public Works on behalf of the Governor of Hong Kong of the one part and Wong Chung Chi, Wong Chung Ming, Wong Chung Ching, Wong Chung Hong and Wong Chung Hi of the other part

(c) Term : 75 years commencing from the 13th day of April 1931 with a right of renewal for a further term of 75 years (the initial term of 75 years having expired on the 12th day of April 2006)

(d) Lot No. : Extension to The Remaining Portion of Kowloon Inland Lot No. 3903

"Green and Innovative Features" means those green and innovative features shown in the Approved Building Plans, including (i) balconies and the covered areas underneath lowest balconies (as shown on the Plans annexed hereto and marked "BAL" and "BAL ABOVE") and (ii) non-structural Prefabricated External Walls and the accuracy of such plans is certified by and on behalf of the Authorized Person.

"House Rules" means rules which have been or may be made from time to time in accordance with the BMO and pursuant to this Deed by the Manager relating to the use, operation and maintenance of the Development and which include, inter alia, the Club Rules and the Fit-out Rules.

"Lot" means all those pieces or parcels of ground registered in the Land Registry as Subsection 1 of Section G of Kowloon Inland Lot No. 3903, The Remaining Portion of Section G of Kowloon Inland Lot No. 3903, Section H of Kowloon Inland Lot No. 3903, Section I of Kowloon Inland Lot No. 3903, Section J of Kowloon Inland Lot No. 3903, Section L of Kowloon Inland Lot No. 3903, Section M of Kowloon Inland Lot No. 3903, Section N of Kowloon Inland Lot No. 3903 and The Remaining Portion of Kowloon Inland Lot No. 3903 and the Extension Thereto collectively.

"maintain" means to repair, renovate, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, cultivate, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Development pursuant to the Government Grant or as herein or in any Sub-Deed provided.

"Management Budgets" means collectively the Development Management Budget, the Commercial Management Budget and the Residential Management Budget.

"Management Charges" means collectively the Management Expenses and the Manager's Remuneration.

"management expenditure" or "management expenses" mean and include all costs, expenses and charges necessarily and reasonably incurred or to be incurred for the management of the Lot and the Development, including Manager's Remuneration.

"Management Expenses" means collectively the Development Management Expenses, the Commercial Management Expenses and the Residential Management Expenses.

"Management Fund" means all monies received, recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges as set out in the Fourth Schedule hereto or in a Sub-Deed.

"Manager" means the Manager or any other manager for the time being appointed as manager of the Lot and the Development pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Committee or the Owners' Corporation shall act as the Manager.

"Manager's Remuneration" means the remuneration of the Manager as hereinafter and in any Sub-Deed provided.

"Non-enclosed Areas" mean all those balconies and the covered area underneath the lowest balconies and utility platforms and covered area underneath the lowest utility platforms and for the purpose of identification, as shown on the Plans and thereon marked "BAL." and "BAL ABOVE" and "U.P." and "U.P. ABOVE" respectively, the accuracy of which is certified by and on behalf of the Authorized Person annexed hereto.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Development or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"Open Kitchen Unit" means a Residential Unit which has a kitchen that is not separated from the rest of the Unit by any wall(s) and a door of the required fire resistance rating; and all Residential Units in the Development are Open Kitchen Units. "Open Kitchen Units" shall be construed accordingly.

"Owner" means (a) a person who for the time being appears from the records of Land Registry to be the owner of an undivided share in land on which there is a building; (b) a registered mortgagee (as defined in the BMO in possession of the undivided share(s); and "Owners" shall be construed accordingly.

"Owners' Committee" means a committee of the Owners of the Development established pursuant to Section V of this Deed.

"Owners' Corporation" means the owners' corporation of the Development formed in accordance with the provisions of the BMO.

"Residential Accommodation" means those parts of the Development comprising the Residential Units and the Residential Common Areas and Facilities.

"Residential Common Areas" means those parts of the Residential Accommodation designated for the common use and benefit of the Owners of all the Residential Units as a whole (and not just any particular Residential Unit) and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned to the Manager on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, including but not limited to:-

- (a) external walls of the Residential Units including the non-structural prefabricated walls and the curtain walls and the curtain wall system of the Development (except the windows and openable parts of the curtain wall system forming part of a Residential Unit and such pieces of vision panels forming part of the curtain wall system and wholly enclosing or fronting a Residential Unit, which form part of the relevant Residential Unit);
- (b) architectural features (if any) forming part of or on such external walls and/or curtain walls (excluding any architectural feature(s) forming part of the Commercial Accommodation);
- (c) the Lift Lobby, Caretaker's Counter, Planter (Greenery Area), Covered Landscape, Glassfibre Reinforced Concrete Cladding, Telephone Duct, Hose Reels and Stone Cladding all on the Ground Floor; Lift Shafts, Glassfibre Reinforced Concrete Cladding, Aluminium Cladding and Stone Cladding on the First Floor; Air-Conditioner Platforms, Planter (Greenery Area), Covered Landscape, Temporary Refuge Spaces, Pipe Ducts, Telephone Duct, Hose Reels, the Club House and Garden on the Second Floor; Two (2) Lifts (designated as Lift L1 and Lift L2 respectively on the Approved Building Plans); the Staircase on the Ground Floor and Second Floor and the Staircase from Third Floor to Roof Floor (excluding any staircase forming part of any Unit or forming part of the Development Common Areas or the Commercial Accommodation); the Common Inaccessible flat roofs, Common flat roofs, flat roofs, Hatch for maintenance, Planter (Greenery Area) and Greenery Area on Third Floor; all Lift Lobbies (excluding lift lobby(ies) forming part of any Unit or forming part of the Development Common Areas), Water Meter Cabinets, Refuse Storage & Material Recovery Rooms, Air-Conditioner Platforms, Ventilation Ducts, Electric Meter Rooms, Access Panels, Pipe Ducts, Telephone Ducts, Hose Reels, planters, Cable Ducts and Temporary Refuge Spaces on each of the Third Floor to Thirty Floor; Lift Shaft, staircases and Reinforced Concrete Canopies all on the Roof Floor (Refuge Floor); the Lift

Machine Room and Lift Shaft on the Upper Roof 1 Floor; Lift Machine Room on the Upper Roof 2 Floor; and such additional areas of the Development as may at any time be designated as Residential Common Areas by the First Owner subject to the approval by a resolution of the Owners at an Owners' meeting convened in accordance with the provisions of this Deed;

- (d) the Right of Way Areas situated within the Residential Common Areas;
- (e) such areas within the meaning of "common parts" as defined in Section 2 of the BMO but shall exclude the Development Common Areas, the Commercial Common Areas and the Commercial Accommodation.

The Residential Common Areas are for the purpose of identification shown and coloured Green and Green Hatched Black on the Plans annexed to this Deed the accuracy of which is certified by and on behalf of the Authorized Person annexed hereto. For the avoidance of doubt, any vision panel forming part of the curtain wall system of the Development that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and Residential Common Facilities.

"Residential Common Facilities" means all those facilities and installations of the Residential Accommodation intended for the common use and benefit of the Owners of the Residential Units as a whole (and not just any particular Residential Unit) and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the artificial lighting and backup emergency lighting system, the Gondola System, the plant equipment and facilities for the Club House, wires, cables, meters, switches, ducts, pipes, drains, lifts and ancillary equipment, fire services installations, security installations and all mechanical and electrical installations and facilities and equipment exclusively for the Residential Common Areas and such additional devices and facilities of the Development as may be approved by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed.

"Residential Management Budget" means the budget to be prepared for the Residential Common Areas and Facilities more particularly described in Clause 14(a)(ii) hereof.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Accommodation as a whole and in particular, the Residential Common Areas and Facilities.

"Residential Unit" means a Unit in the Residential Accommodation designated for residential use and of which an Owner, as between himself and the other Owners or Occupiers of other Units, is entitled to exclusive possession and to which Undivided Shares have been allocated and including, without limitation,

- (a) the balcony (if any) or covered area underneath the lowest balcony (if any) and utility platform (if any) or covered area underneath the lowest utility platform (if any), flat roof adjacent thereto (if any);
- (b) the openable parts of the curtain wall system of the Development within a Unit;
- (c) such pieces of vision panels forming part of the curtain wall system of the Development and wholly enclosing or fronting the Unit;
- (d) all windows, window frames, glass panel(s), glass barrier of the windows, balustrade, railing appurtenant to a Unit; and

**"Residential Units"** shall be construed accordingly.

**"Right of Way Areas"** means those areas for the purpose of identification shown and coloured Orange Hatched Black and Green Hatched Black on the Ground Floor Plan attached to this Deed, the accuracy of such plan is certified by and on behalf of the Authorized Person.

**"Second Owner's Unit"** means all those 49 equal Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That (including the balcony thereof) of the Development.

**"Sign"** means any sign, signage, visual display, hoarding, showcase, lightbox, signboard, bill plate, fascia, poster, advertisement, banner, or other similar fixture or fitting (illuminated or not).

**"Slope Maintenance Guidelines"** means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

**"Slope Maintenance Manual"** means the slope maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

**"Slopes and Retaining Walls"** means the slopes, slope treatment works, retaining walls and/or other structures, within and outside the Lot, the maintenance of which is the liability of the Owners under the provisions of the Government Grant and/or this Deed; as shown and coloured Indigo on the Slope and Retaining Structure Plan annexed to this Deed and certified by the Authorized Person.

**"Special Fund"** means funds to be established and kept by the Manager in accordance with Clause 19 of this Deed and in the singular means one of the Special Fund.

**"Shop"** means a self-contained unit designated for commercial use and to which Undivided Shares have been or may be allocated, including, without limitation, the external walls thereof (if any), the enclosing walls thereof (if any), flat roof (if any), shopfront (if any), signage spaces (if any), curtain walls (if any), open area (if any), A/C platform or portion(s) thereof (if any) and lavatories (if any) therein.

**"Sub-Deed"** means a Sub-Deed of Mutual Covenant in respect of any part of the Development to be entered into pursuant to the provisions of this Deed.

"Undivided Shares" means those 8,295 equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the First Schedule of this Deed or in accordance with any Sub-Deed and "Undivided Share" means any one of the Undivided Shares.

"Unit" means a Residential Unit or the Commercial Accommodation or a Shop or a part of the Development of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and to which Undivided Shares have been or may be allocated and "Units" shall be construed accordingly and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner, as between himself and the Owners or Occupiers of other parts of the Development, has the full and exclusive right and privilege to hold use occupy and enjoy.

"Works and Installations" means all major works and installations in the Development as set out in Fifth Schedule hereto which will require regular maintenance on a recurrent basis.

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

## SECTION I

### RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner the whole of the Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Second Owner's Unit assigned to the Second Owner as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the Second Owner by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The Second Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Second Owner's Unit assigned to the Second Owner by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy a Unit or any part of the Development and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.
4. The Owner or Owners for the time being of each Undivided Share (including the First Owner) shall at all times hereafter be bound by and shall observe and perform the covenants,

provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.

5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit or part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of the Government Grant and this Deed.
6.
  - (a) The right to the exclusive use, occupation and enjoyment of any Unit or part of the Lot and the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED THAT nothing in this Clause shall be taken as restricting the rights of the Owner of the Commercial Accommodation to sub-divide the Commercial Accommodation or any part thereof and PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Government Grant, not extend to leases or tenancies in respect of any Unit or part of the Lot and the Development the terms of which (including any renewals thereof) shall not exceed ten (10) years.
  - (b) The right to the exclusive use, occupation and enjoyment of Non-enclosed Area or flat roof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which the Non-enclosed Area or flat roof is held.
7.
  - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules relating thereto.
  - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules relating thereto.
  - (c) The Owner of the Commercial Accommodation together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use

the Commercial Common Areas for all purposes connected with the proper use and enjoyment of the same subject to the provisions of this Deed, the rights of the Manager and the House Rules relating thereto. For this purpose, the Owner and occupier of the flat roof adjacent to the Planter (Greenery Area) on the First Floor of the Development shall permit the other Owners of the Commercial Accommodation and their tenants, servants, agents, invitees and licensees to have access to the said Planter (Greenery Area).

- (d) The Owner(s) or occupier(s) of the Commercial Accommodation shall permit other Owners of the Development and their tenants, servants, agents, invitees and licensees to have access to the First Floor of the Commercial Accommodation through the Notional Corridor for Change of Required Staircase in the event of fire or emergency.
- (e) For the avoidance of doubt and notwithstanding any provisions herein contained, the Owner of the Commercial Accommodation, or any part(s) thereof, shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-
  - (i) The right to partition and sub-divide the Commercial Accommodation, or any part(s) thereof, owned by him into such number of portions (subject to compliance with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and any other relevant ordinances, regulations and by-laws applicable thereto and to this Deed) as such Owner shall think fit.
  - (ii) The right to allocate, re-allocate and/or sub-allocate the Undivided Shares and/or Management Units to the Commercial Accommodation, or any part(s) thereof, provided that the allocation of the Undivided Shares and/or Management Units shall be calculated by reference to the gross floor area of each sub-divided unit concerned and, PROVIDED THAT the exercise of this right shall not interfere with another Owner's right to hold, use, occupy and enjoy the part of the Commercial Accommodation which he owns.
  - (iii) The right to enter into one or more sub-deed(s) of mutual covenant in respect of the Commercial Accommodation, or any part(s) thereof, with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations Provided That no such sub-deed(s) of mutual covenant shall conflict with any provision hereof or any conditions of the Government Grant or any other sub-deed(s) of mutual covenant.
  - (iv) The right to allocate lavatories or other areas or facilities within the Commercial Accommodation, or any part(s) thereof, for the exclusive use of any sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof PROVIDED THAT the exercise of this right shall not interfere with another Owner's right to



hold, use, occupy and enjoy the part of the Commercial Accommodation which he owns.

- (v) The right to designate or re-designate or alter the user of Commercial Accommodation, or any part(s) thereof, without the concurrence or approval of any other Owners or other person having an interest in the Lot and the Development and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other Government authorities and Provided always that such designation, re-designation or alteration shall not contravene the Government Grant and shall be subject to the provisions of this Deed.
- (vi) Subject to the prior approval of the Manager in writing, the right to erect and exhibit Signs on the external walls and/or the enclosing walls and/or the flat roof of the Commercial Accommodation or any part or parts thereof in such manner as the Owner thinks fit without the concurrence or approval of the other Owners. Nothing herein however shall absolve such Owner from the requirements of obtaining the approval (if necessary) of the Building Authority or any other statutory or Government authorities pursuant to the Government Grant or any applicable Ordinance. The Owner shall obtain written approval from the Manager prior to the commencement of works provided that such approval shall not be unreasonably withheld by the Manager. For the purpose of exercising its right herein, the Owner shall have the right to :-
  - (a) add to or amend the Approved Building Plans or any plan or proposal (if any) prepared or which requires approval under the Government Grant or any law;
  - (b) apply to the Government for, and negotiate and agree with the Government on, any variation or modification of the Government Grant or any provision thereof, or to obtain any approval, waiver or no-objection by the Government relating to any provision thereof;
  - (c) execute any document relating to such variation, modification, approval, waiver or no-objection in the name of the Owner who exercises this right without joining in any other Owner;
  - (d) obtain all necessary approvals under the Government Grant or the law; and
  - (e) carry out any works.
- (vii) Subject to the provisions of this Deed, right to make or install in the Commercial Accommodation at his own expense any partitions, additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed

without structural alteration or damage and without affecting the existing design or external appearance of the façade or elevations of any building and the right to remove the same at his own expense.

- (viii) Subject to the provisions of this Deed the right to alter, re-arrange or demolish the interior structure of such Commercial Accommodation or any part thereof owned by him and to replace or construct or re-construct the same and/or any interior structure in such manner as such Owner thinks fit without the concurrence or approval of the other Owners but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Building Authority and any other relevant statutory Government Authorities .
- (ix) The right to lay, maintain, alter, repair or remove any drains, pipes, cables, sewers, channels, wires or ducts or any other services and facilities in or upon the Common Areas and Facilities for the use and benefit of the Commercial Accommodation or any part thereof and to enter with or without workmen and equipment at all reasonable times on written notice (except in case of emergency) into and upon all parts of the Lot and the Development including any Unit and the Common Areas and Facilities for the purpose of carrying out such works causing as little disturbance as possible and forthwith making good any damage caused thereby.

## SECTION II

### ADDITIONAL RIGHTS OF THE FIRST OWNER

- 8. Each and every Owner covenants with the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Development and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and conferred upon the First Owner:-
  - (a) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof and any subject matter of approval which had been given or is required from the Director of Lands from time to time in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any modification

letter, no-objection letter, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Development and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.

- (b) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Approved Building Plans Provided That such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Development and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner and to carry out the construction works in accordance with such amended Approved Building Plans and to do everything necessary therefor or incidental thereto. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (c) The right at any time hereafter to enter into any part of the Lot and the Development (save and except any Unit the exclusive right to the occupation and enjoyment of which has been assigned by the First Owner) whether with or without contractors, servants, agents, workmen, or other persons authorized and with all necessary tools, equipment, plant and materials for the purposes of (i) constructing and completing the construction of the Development and any other part or parts of the Development and such other buildings or structures thereon and (ii) carrying out other works in under on or over the Lot and the Development as it shall require from time to time for the benefit of the Lot and the Development and may for such purposes carry out all such works in under or over the Lot and the Development as it may from time to time see fit Provided That (i) in the exercise of such right, the First Owner shall take reasonable steps to ensure that the work shall be carried out expeditiously and with due diligence causing the least disturbance; and (ii) the First Owner shall at its own cost and expense make good any damage that may be caused. The First Owner shall notify the Owners in writing as to the areas or parts of the Lot and the Development which the Owners may

or may not use while such works are being carried out and the Owners shall comply with such notification. The right of the First Owner to enter into the Lot to carry out such works shall extend equally to all necessary contractors agents workers and other persons authorised by the First Owner.

- (d) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of any part or parts of the Development exclusively owned by the First Owner without joining in Owners of other parts of the Development for the purpose including but not limited to sub-allocating Undivided Shares and/or Management Units relating thereto Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s) Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.
- (e) The right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Development to the Government either pursuant to the Government Grant or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit free from any claim or demand of any Owner including but without limitation any claim for compensation Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and Provided That his access to and from his Unit will not be impeded or restricted and the right and interest of an Owner in the Lot and the Development shall not be affected and any consideration received therefor shall be credited to the Special Fund and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That all costs and expenses involved in the exercise of the rights shall be solely borne by the First Owner.
- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed (if formed), the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Lot and the Development save and except any of the Units unless the consent of the Owners thereof has been obtained with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit

or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT if the work to be carried out by the First Owner is for completion of the Development in accordance with the Approved Building Plans, in so far as it is not inconsistent with the provisions of the BMO, the prior consent of the Owners at an Owners' meeting convened under this Deed shall not be required but the exercise of any of such rights shall not interfere with the exclusive use and enjoyment of the Units which other Owners own and any consideration received therefor shall be credited to the Special Fund.

(g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Development Common Areas and Facilities, Commercial Common Areas or Residential Common Areas and Facilities whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities or Residential Common Areas and Facilities (as the case may be) shall form part of the Development Common Areas and Facilities, Commercial Common Areas or Residential Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Development Common Areas and Facilities, Commercial Common Areas or Residential Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.

9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner (which for the purposes of this Clause shall exclude its successors and assigns) and each of them jointly and severally to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of

attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

- (b) Every assignment of the Unit shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Earning Yield Limited ("the Company" which expression shall exclude its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the            day of            201    and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
  - (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
  - (iii) the Covenanting Purchaser (and if more than one, each of them jointly and severally) hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
  - (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter

into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

10. (a) Subject to the provisions of the BMO, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Development for an initial term of two (2) years from the date of this Deed and to be continued thereafter Provided That nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances :-
- (i) resignation of the Manager in accordance with paragraph 6 of Schedule 7 to the BMO; or
  - (ii) prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas) at an Owners' meeting convened for the purpose to remove the Manager without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or
  - (iii) in the event that the Manager is wound up or has a receiving order made against it; or
  - (iv) the termination of the Manager's appointment by the Owners' Corporation in accordance with paragraph 7 of Schedule 7 to the BMO.
- (b) If the Manager's appointment ends for any reason, the Manager shall comply with the obligations as set out in paragraph 8 of Schedule 7 to the BMO.
11. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and the Owners' Committee in such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and

thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Development after the issue of an Occupation Permit covering the same.

12. (a) The Manager's Remuneration, being the remuneration of the Manager for the performance of its duties hereunder shall be an amount equal to 10% of the total annual Management Expenses (excluding the amount for the Manager's Remuneration itself and any capital expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Development. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Remuneration hereunder in advance on the first day of each calendar month. The percentage of total annual Management Expenses against which the Manager's Remuneration is calculated may be varied with the approval of a resolution passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Remuneration under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any expenditure of a kind not incurred annually or expenditure drawn out of the Special Fund at the rate of ten per cent (10%) or at such lower rate as the Owners consider appropriate.
- (b) The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff serving the Lot and the Development exclusively, facilities, accountancy services or other professional supervision for the Lot and the Development and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Fund.
- (c) The Manager shall have power from time to time before the formation of the Owner's Committee and if the Owner's Committee or the Owner's Corporation is formed, then subject to the approval of the Owner's Committee or the Owner's Corporation (as the case may be), to make and amend House Rules including, without limitation, the Club Rules and the Fit-out Rules, regulating the use occupation and maintenance of the Lot and/or the Development or any part thereof and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same but the House Rules must not be inconsistent with or contravene this



Deed, the BMO or the terms of the Government Grant and such House Rules shall be binding on all of the Owners of the Development and their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice board (including, without limitation, light emitting diode (LED) monitor display notice boards) in the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such charges shall be credited to the Management Fund.

13. (a) In the determination of the total amount of Management Expenses, the Manager shall observe and comply with paragraph 1 of Schedule 7 to the BMO.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners, the Manager shall prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Development during the financial year Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (c) The Management Expenses shall cover all management expenditure which is to be necessarily and reasonably incurred for the benefit of all Owners or required for the management and maintenance of the Lot and the Development and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-
  - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
  - (ii) the charges for the supply and consumption of electricity, gas, water, telephone, internet services and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
  - (iii) the remuneration and related expenses for the provision of security guard services for the Lot and the Development and the cost (including but not

- limited to salaries, bonuses, compensation as required by laws, and medical insurance) of employing management staff, clubhouse staff, technical personnel, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, gardeners and such other staff to manage and administer the Lot and the Development and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
- (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Development and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
  - (v) the Rates and Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the rent (if any) in respect of the Common Areas and Facilities;
  - (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Development and the Common Areas and Facilities;
  - (vii) the premia for block insurance of the Development as a whole or parts thereof including those areas which are not Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and insurance against third party or public liability or occupiers' liability and employees' compensation risks or any other insurance policy considered necessary by the Manager (but under no obligation to do so);
  - (viii) a reasonable sum for contingencies;
  - (ix) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
  - (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
  - (xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Remuneration shall be borne and paid by the Manager;
  - (xii) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls (if any) the maintenance of which is the liability of the Owners under the

Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;

- (xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Development within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Development;
- (xv) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Development and the Common Areas and Facilities;
- (xvi) all costs and expenses for cultivation, irrigation and maintenance of the planters, landscaped areas and landscaped works on the Common Areas and Facilities in accordance with the approved landscape plan approved by the Government; and
- (xvii) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Development as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.

14. (a) The Manager shall prepare the following three separate and independent budgets showing the total management expenditure of the Development for the ensuing year in consultation with the Owner's Committee except the first year:-

- (i) the Development Management Budget which shall show the estimated Development Management Expenses and an appropriate proportion of the Manager's Remuneration;
- (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and an appropriate proportion of the Manager's Remuneration and (bb) a due proportion of the expenditure in accordance with the Development Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated

- to all the Residential Units bears to the total number of Management Units allocated to the Development as specified in the Fourth Schedule hereto; and
- (iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and an appropriate proportion of the Manager's Remuneration and (bb) a due proportion of the expenditure in accordance with the Development Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to the Commercial Accommodation bears to the total number of Management Units allocated to the Development as specified in the Fourth Schedule hereto.
- (b) For the avoidance of doubt it is expressly agreed and declared that each of the above Development Management Budget, Residential Management Budget and Commercial Management Budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.
- (c) In relation to any contract for the procurement of any supplies, goods or services, the Manager and the Owners' Committee shall observe and comply with paragraph 5 of Schedule 7 to the BMO.
15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided Always That no Owner may be called upon to pay more than his appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his Unit. For the avoidance of doubt, it is hereby expressly Provided That the First Owner's liability to make payments and contributions towards the Management Charges shall in no way be reduced by reason of the fact that any of the Unit(s) remain unsold and that the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.
- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner :-
- (i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12 of the due proportion of the annual expenditure in accordance with the Residential Management Budget (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the

total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto.

- (ii) The Owner of the Commercial Accommodation shall pay in advance on the first day of each calendar month 1/12 of a due proportion of the expenditure in accordance with the Commercial Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to the Commercial Accommodation bears to the total number of Management Units allocated to the Commercial Accommodation as specified in the Fourth Schedule hereto (hereinafter called "the Advance Payment").

PROVIDED ALWAYS THAT :-

- (iii) where at any time any budgets prepared by the Manager are revised as hereinafter provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
  - (iv) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner for the last month of the preceding financial year.
- (c) The Manager shall keep separate management accounts for the Residential Common Areas and Facilities, the Commercial Common Areas and the Development Common Areas and Facilities respectively.
  - (d) Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires Undivided Share(s) relating to the Common Areas and Facilities as trustee for all the Owners pursuant to this Deed, no Management Charges is payable for such Undivided Share(s) relating to the Common Areas and Facilities.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may, by following such procedures as set out in paragraph 1(2) and (4) of Schedule 7 to the BMO, prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the

adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current financial year.

(b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be brought forward to the following financial year.

17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-

(a) any sum attributable or relating to the cost of completing the construction of the Development or any part thereof which sum shall be borne solely by the First Owner;

(b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;

(c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.

18. Where any expenditure relates solely to or is solely for the benefit of the Residential Unit or the Commercial Accommodation or any Open Kitchen Unit(s) or any Unit(s) then the full amount of such expenditure shall be borne by the Owners of the Residential Units or the Commercial Accommodation or the Owner(s) of such Open Kitchen Unit(s) or Unit(s), as the case may be.

19. (a) The Manager shall establish and maintain a Special Fund with three sub-categories of the Special Fund respectively for the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas (hereinafter called "the Development Special Fund", "the Residential Special Fund" and "the Commercial Special Fund") to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to expenses for the renovation, improvement and repair of Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas respectively and the costs of the relevant investigation works and

professional services but not for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development. It is hereby agreed and declared that each of the two sub-categories of the Special Fund shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the relevant Owners. For the avoidance of doubt, it is expressly declared that the above sub-categories of the Special Fund shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.

- (b) Except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months' monthly contribution for the first year's budgeted management expenditure as an initial contribution to all the Special Fund.
- (c) The First Owner shall in respect of any Units which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later, deposit with the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenditure as an initial contribution to the Special Fund in respect of such unsold Unit(s).
- (d) Each Owner hereby covenants with the other Owners to make further periodic contributions to the Special Fund and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) The Manager shall observe and comply with the obligations as set out in paragraphs 4(3), 4(3A), 4(3B) and 4(4) of Schedule 7 to the BMO in relation to the opening and maintenance of bank accounts, the display of evidence of any account so opened and maintained and the payment of all money received by it in respect of the Special Fund into such accounts.
- (f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).
- (g) The payments made by the Owners (including the First Owner) towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.

20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenditure as payment in advance of monthly contribution to the Management Charges of his Unit(s), such sum is neither refundable nor transferable;
  - (ii) deposit with the Manager as security deposit for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to two (2) months' monthly contribution for the first year's budgeted management expenditure, and such sum shall be non-interest bearing and shall not be used to set off against monthly contribution of the management expenditure or any other contributions to be made by him, and such sum is non-refundable but transferable;
  - (iii) pay to the Manager a non-refundable and non-transferable debris removal charge in the sum equivalent to one (1) month's monthly contribution of the first year's budgeted management expenditure (in the case of a Residential Unit) or one (1) month's monthly contribution of the first year's budgeted management expenditure (in case of a Shop or the Commercial Accommodation) which shall be applied by the Manager towards the cost of removal, from the Lot and the Development, of any debris or rubbish which may accumulate as a result of initial fitting-out and renovation works in relation to the Units. Any debris removal charge paid but not used for debris removal shall be paid into and form part of the Special Fund;
  - (iv) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenditure as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant sub-categories of the Special Fund and in proportion to the number of Management Units allocated to his Unit) and such sum is neither refundable nor transferable; and
  - (v) deposit with the Manager a non-refundable but transferable sum (to be decided by reference to the proportion which the number of Management Units allocated to his Unit bears to the total number of Management Units allocated to all the Units in the Lot and the Development) as the contribution to the utility charges deposits for utilities including water, electricity and gas for the Common Areas and Facilities.



Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 2 times the then current monthly contribution to the Management Charges payable in respect of the Unit(s) which he owns.

- (b) The First Owner shall in respect of any Unit(s) which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to two (2) months' monthly contribution for the first year's budgeted management expenditure payable in respect of such unsold Unit(s) based on the first annual Management Budgets which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable; and
  - (ii) pay to the Manager a sum equivalent to one (1) month's monthly contribution of the first year's budgeted management expenditure (in the case of a Residential Unit) or one (1) month's monthly contribution of the first year's budgeted management expenditure (in case of a Shop or the Commercial Accommodation) for defraying the initial outgoings and expenses of the Development and the removal of debris which sum shall not be refundable Provided That any part of sum not used for the aforesaid purpose shall be paid into the Special Fund;

For the avoidance of doubt, the First Owner shall be entitled to recover the aforesaid deposit paid under sub-clause (i) from its assignees of the said unsold Units.

- (c) The Owner or Occupier of each Unit shall, prior to the commencement of any repair, renovation, decoration and/or fitting out work of any kind or nature in, to or in relation to his Unit, submit his written decoration application to the Manager and pay to the Manager the sum of HK\$5,000.00 in respect of each Unit owned by such Owner as Fit-out Deposit as security for securing the payment of the cost of making good any damages or loss to the Common Areas and Facilities that may be caused by or resulting

from the repair, renovation, decoration and fitting out of his Unit, the amount of the Fit-out deposit shall be subject to review and revision by the Manager from time to time. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner or Occupier. If the Owner or Occupier fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said Fit-out Deposit towards payment of any sum as may be necessary to compensate for all such costs loss or damages caused by such work and to further recover any deficit from the Owner or Occupier. Upon completion of the decoration and fitting out work of his Unit, if the Owner or Occupier receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner or Occupier refund the Fit-out deposit but without interest.

- (d) Each Owner shall, forthwith on demand by the Manager, pay to the Manager such amount as may be necessary to increase his deposit paid pursuant to Clause 20(a)(ii) to a sum equivalent to two (2) months' monthly contribution of any subsequent current year's annual budgeted Management Charges attributable to his Unit.
21. All outgoings including the Management Charges and the Rates and Government rent payable in respect of a Unit up to and inclusive of the date of the assignment of such Unit to an Owner (if any) shall be borne and paid by the First Owner. An Owner shall not be required to make payment to or reimburse the First Owner for such outgoings.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the Management Fund.
  - (b) To charge the Owner concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed Provided That such consideration shall form part of the Special Fund.
  - (c) To collect from the Owner or Occupier of any Unit, prior to commencement of any works in connection with any repair, renovation, fitting out of, or any work to that Unit, a Fit-out Deposit as security for any damage or loss as may be caused to any Common Areas and Common Facilities or any other part of the Lot and the Development. The amount of such deposit shall be HK\$5,000.00 or such other amount as may be stipulated in the House Rules and subject to revision from time to time as the Manager thinks fit. All Fit-out Deposit(s) collected shall be held by the Manager in a separate account and shall be refunded, without interest, to the Owner or Occupier, subject to the Manager's right to deduct from such Fit-out Deposit any sum necessary to

compensate for all damages or losses caused by any such works, or by the Owner or Occupier of the Unit or his contractor, employee, agent or servant to any part of the Common Areas and the Common Facilities or any other part of the Lot and the Development, but without prejudice to the Manager's right to claim for and recover compensation and damages for any loss and damage incurred or suffered in excess of the amount of such Fit-out Deposit.

23. (a) The Manager may charge and collect from Owners, licensees, tenants and other Occupiers for the use of the Common Areas and Facilities or any part thereof such sum or sums as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the Management Fund.
- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities shall form part of the Management Fund.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-
- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Fund.

25. All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 30 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
27. Any charge registered under or in accordance with Clause 26 of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Development held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the House Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.
29. Subject to Clause 60 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Development and any surplus thereof shall form part of the Management Fund.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on

interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.

32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT any deposit paid under Clause 20(a)(ii), (a)(v) and (b)(i) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
33. The first financial year for the purpose of management of the Lot and the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if any) upon giving notice 3 months' notice published in the public notice boards of the Development.
34. The Manager shall observe and comply with paragraph 3 of Schedule 7 to the BMO in relation to bank account(s) in respect of the management of the Development.
35. The Manager shall observe and comply with paragraph 2 of Schedule 7 to the BMO in relation to keeping of accounts.
36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

37. Subject to the BMO and the provisions of this Deed, each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the BMO to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed;
- (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Development or any part thereof;
- (c) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value the Common Areas and Facilities or (as the Manager considers appropriate but under no obligation to do so) to effect block insurance of the Development as a whole or parts thereof including those areas which do not form part of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and updated;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Development;
- (e) To keep and maintain in good order and repair and condition the Common Areas and Facilities (including the Green and Innovative Features except those forming part of a Unit) and the lighting thereof;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and those parts of the external walls which form parts of the Common Areas, elevations, facade, canopies,

architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities PROVIDED HOWEVER THAT in respect of the Development the Manager shall have the power at the expense of the Owner concerned to replace broken window glass or ancillary fixtures if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Development concerned requiring him to replace the same;

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Club House and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts in the Common Areas and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Development or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (l) To paint, white-wash, tile, repair, replace or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any broken glass in the Common Areas and Facilities;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Development and arrange for its disposal at such regular intervals and

to maintain in or off the Lot and the Development refuse collection facilities to the satisfaction of the relevant Government authorities;

- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing or vehicle causing the obstruction;
- (q) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Development or any part thereof;
- (r) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Development at all times;
- (s) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Development;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (u) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;



- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Development any provisions of the Government Grant or this Deed;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Development or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (aa) Subject to the provisions in the BMO, to have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed and the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ab) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Development and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Development, Provided That where any major contract involves sums in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify in the Gazette) or any average annual expenditure of more than 20% of the total amount of the relevant annual management budget (or such other percentage as the Secretary for Home Affairs may specify in the Gazette), whichever is the lesser, such major contract shall be awarded in accordance with the provisions in Clause 14(c) above;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and any relevant Sub-Deed and the House Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ad) To take necessary action to require that all Owners or Occupiers of any part of the Development maintain the Units owned or occupied by them in a proper and satisfactory manner, keep the Non-enclosed Areas non-enclosed and if there be any

default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, at the discretion of the Manager, to put in hand, as the Manager may see fit, any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers or to report the default to the competent authorities;

- (ae) To charge the Owners for the temporary or permanent use of electricity, water or other utilities, services or facilities supplied by the Manager Provided that such charges shall form part of the Management Fund and to be applied towards the management and maintenance of the Lot and the Development and to charge the owners for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Fund;
- (af) To charge the Owners for all costs and consultants' fee reasonably and necessarily incurred in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed;
- (ag) To charge the Owners for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (ah) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development;
- (ai) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Development including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak Provided that in carrying out such work, the Manager shall ensure that the least disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and contractors;
- (aj) To enter with or without workmen at all reasonable times on written notice (except in case of emergency) into and upon the flat roofs (if any) or roofs (if any) forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or

maintaining such plumbing and drainage facilities or other services and facilities or any part of the Development Provided that in carrying out such work, the Manager shall ensure that the least disturbance is caused and shall, at its own cost and expense, repair any damage caused thereby Provided Further that the Manager shall be liable for negligence or wilful or criminal acts of the Manager, his employees and contractors;

- (ak) To forbid any Owner who defaults in payment of any amounts due from him under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such Unit, his tenants and licensees the use of the Common Areas and Facilities until such default is rectified Provided That such Owner's right of access to and from such Unit and the passage of water, gas, drainage, electricity, telecommunications and other utilities to and from such Unit shall not be interrupted;
- (al) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development;
- (am) To ensure that no hawkers shall carry on business on any part of the Lot or the Development and remove any hawker found to be so doing and to post up and display notices to the effect that hawking is prohibited on the Lot and the Development prominently near all entrances of the Lot and the Development;
- (an) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;
- (ao) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Development which the Manager shall reasonably deem appropriate PROVIDED THAT any income therefrom shall be credited to the Management Fund;
- (ap) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as

the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

- (aq) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Development as a whole;
- (ar) Subject to the prior approval of the Owner's Committee or the Owner's Incorporation (if any) to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT:-
  - (i) all income arising therefrom shall form part of the Management Fund and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed;
  - (ii) the terms and conditions of the Government Grant and this Deed are not contravened;
  - (iii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and
  - (iv) an Owner's access to and from his Unit is not impeded or restricted;
- (as) To remove and require the removal of any dog (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cat, bird, animal or pet from the Development, if the same has been the subject of a breach of this Deed or the House Rules, or has been the subject of written complaint from at least three (3) Owners or occupiers of different Units of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash;
- (at) To provide such Christmas, Chinese New Year, Mid-Autumn Festival and other festive decorations, to organise such celebrations or activities for the Development and to host festive events or banquets within or outside the Development as the Manager shall in its sole discretion consider desirable;
- (au) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any), to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with this Deed;
- (av) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed or the House Rules and to impose reasonable conditions or additional

conditions relating thereto and where any consent or approval is required from the Manager by an Owner, the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Fund;

- (aw) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Development for the better enjoyment or use of the Lot and the Development by its Owners Occupiers and their licensees;
- (ax) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose;
- (ay) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate PROVIDED THAT:-
  - (i) the terms and conditions of the Government Grant and this Deed are not contravened;
  - (ii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and
  - (iii) an Owner's access to and from his Unit is not impeded or restricted;
- (az) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;
- (ba) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (bb) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any roof, flat roof upper roof and/or balcony and/or covered area underneath the lowest balcony and/or utility platform and/or covered area underneath the lowest utility platform scaffolding

and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Development Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;

- (bc) To repair and maintain the drains and channels and drainage system whether within or outside the Lot and whether or not serving the Development which is required to be maintained pursuant to the Government Grant;
- (bd) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (be) At the request of the Owners' Corporation, to give to the Owners' Corporation the management of the Lot and the Development free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Owners' Corporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares as well as the Common Areas and Facilities shall be held by the Owners' Corporation as trustee for all the Owners;
- (bf) To forbid any Owner of the Residential Units who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained and his tenants and licensees the use of the Club House until such default is rectified;
- (bg) To charge a prescribed fee and licence fees for entry into and/or use of the Club House or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees and licence fees collected shall form part of the Management Fund;
- (bh) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (bi) To provide reasonable occupational health and safety equipment / facilities to the management staff of the Development and contractors recruited or employed by the Manager;
- (bj) To organise regular fire safety seminar, fire drills and take necessary steps relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan and other fire safety measures as are

required to be taken thereunder from time to time; and to assist the Owners to carry out annual maintenance of the fire service installations and submit the maintenance certificate to the Fire Services Department;

- (bk) To prevent any person enclosing or making attempts to enclose the Non-enclosed Areas or any part thereof or otherwise acting in breach of the provisions of this Deed applicable to the Non-Enclosed Areas;
- (bl) To keep all the common sewers drains watercourses and pipes free and clear from obstructions;
- (bm) Subject as otherwise provided in this Deed, the Government Grant and the provisions of the BMO, from time to time to compile rules and regulations governing
  - (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
  - (ii) the quorum for the conduct of business at any such meetings;
  - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
  - (v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any subcommittees thereof and to facilitate the transaction of business thereat;
- (bn) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (bo) To prevent the Owners from altering the external appearance of the Development and to remove any Signs structure installation sunshade canopy bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed or of the regulations of the Buildings Ordinance or any other Ordinances and to demand and recover from the person by whom such structure and other things as aforesaid was erected or installed the costs of such removal and the making good of any damages thereby caused;
- (bp) To repair, maintain, clean, paint, white-wash, tile or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls (including curtain walls) elevations and façade thereof which form part of the Common Areas and if the Manager shall in its discretion deem fit to clean the external side of the glass of the windows or the vision panels of the curtain walls which form part of a Residential Unit or the Commercial Accommodation PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window or vision panel forming part of a Residential Unit or the Commercial

Accommodation if any such window or vision panel shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or Occupier of the Unit concerned requiring him to replace the same;

- (bq) To maintain, repair, operate, temporarily install, move, and have access to, over and/or on the roof, external walls or curtain walls the Gondola System and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (whether or not it forms part of the Common Areas) of the Development or any part thereof and on prior reasonable notice to the relevant Owner from the Manager, its servants, agents, contractors and persons duly authorized to have access to the external walls or curtain walls for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola and in this connection the Manager, its servants, agents, contractors and persons duly authorized shall have right to temporarily fence off the relevant part of the external walls or curtain walls PROVIDED THAT the Manager in exercising any of its aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby;
- (br) To repair and maintain the adjoining paving areas if and when required by the Government to do;
- (bs) To grant to such persons whom the Manager shall in its absolute discretion deem appropriate right of way or access to the Common Areas to repair, maintain, remove or renew drains, pipes, cables and other structure installed in or situated at or underneath the Common Areas on such terms and conditions as the Manager shall deem fit;
- (bt) To enter with or without workmen and equipment at all reasonable times and upon prior arrangement (except in case of emergency) into and upon the Commercial Accommodation of the Development or any part thereof to maintain, alter, repair or remove any drains, pipes, cables, sewers, channels, wires or ducts or any other services and facilities which form part of the Development Common Facilities installed therein provided that the least disturbance shall be caused and any damage caused thereby shall be made good forthwith;
- (bu) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budgets.



38. The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Development including any Unit for the purposes of gaining access to the Common Areas or Facilities therein and for carrying out necessary repairs and maintenance to the Common Areas or Facilities or the Development or abating any hazard or nuisance which does or may affect the Common Areas or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at his own costs and expense make good any damage caused thereby and at its own costs and expense be responsible for negligent, wilful or criminal acts of the Manager its staff or contractors and without limiting the generality of the foregoing, the Manager shall have power on prior reasonable notice (except in case of emergency) to enter and access to all parts of the garden, roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls including roof features of the Development including without limitation, the right to affix gondolas (if required) for the aforesaid purposes.
39. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant and this Deed and any relevant Sub-Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
41. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend House Rules including but not limited to the Club Rules and the Fit-out Rules regulating the use, occupation, maintenance, fitting out and environmental control of the Lot and the Development and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Development and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the

public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges, which shall form part of the Management Fund.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed, the BMO and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the BMO and the conditions of the Government Grant. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed, the BMO or the conditions of the Government Grant the terms and conditions of this Deed and the Sub-Deed, the BMO and the conditions of the Government Grant shall prevail.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

42. Without prejudice to the Manager's duties under this Deed, the Manager shall have the right to appoint or employ agents or managers or sub-managers whose business is that of estate management for or in connection with the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit Provided That the Manager shall not transfer or assign its rights and obligations under this Deed to any such third parties and such third parties shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the Development (including any part thereof) in accordance with the provisions of this Deed.

#### SECTION IV

#### EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, agents or contractors shall not be liable to the Owners' Committee or the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed or the instructions from the Owners' Committee or the Owners not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors, and the Owners shall fully and effectually indemnify the Manager, its employees, servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid (not being an act or omission involving criminal liability or dishonesty or negligence or carelessness on the part of the Manager, its employees, servants, agents or contractors) and all costs and expenses

in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of

- (a) any defect in or failure or breakdown of the lifts, fire and security services equipment, air-conditioning plant and other facilities (if any) of the Common Areas and Facilities or within the Development, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Development;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT contribution to the Management Charges or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

44. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water, spread of fire, leakage of electricity or gas therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

OWNERS' COMMITTEE

45. As soon as possible but in any event not later than nine (9) months from the date hereof, the Manager shall call a first meeting of the Owners, the purpose of which is to establish an Owners' Committee and to elect a chairman thereof and the members of the Owners' Committee or appoint a management committee for the purpose of forming an Owners' Corporation under the BMO. In the election of the members to the Owners' Committee, the Owners shall in the Owners' meeting endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall be five. There shall be four representatives for the Owners of the Residential Units and one representative for the Owner of the Commercial Accommodation.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months. The function of the Owners' Committee is to represent the Owners of the Lot and the Development in all dealings with the Manager and without in any way limiting the generality of the foregoing :-
- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Lot and the Development;
  - (b) to apply if thought fit for registration as a corporation under the Building Management Ordinance (Chapter 344 of The Laws of Hong Kong);
  - (c) prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution at a meeting of the Owners of the Development duly convened and passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than fifty percent (50%) of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) in the Development and upon the giving to the Manager not less than three months' notice in writing;
  - (d) to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;
  - (e) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.
47. The following persons shall be eligible for membership of the Owners' Committee :-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and

another appointment made at any time on notice in writing being given to the Owners' Committee.

- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 3 and where the number is reduced to only 3 the quorum for its meeting shall be 3 Provided That if the number is reduced below 3, the remaining member(s) of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.

48. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) He becomes incapacitated by physical or mental illness or death; or
- (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
- (f) He resides abroad; or
- (g) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are

entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

49. The provisions of Schedule 8 to the BMO in relation to meetings of the Owners' Committee shall be applicable and incorporated in and form part of this Deed.

50. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-

- (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
- (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
- (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
- (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of the BMO, this Deed or any Sub-Deed.

51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall, but only in the absence of the secretary to the Owners' Committee and no member of the Owners' Committee is appointed as the secretary for that meeting, act as a secretary to the Owners' Committee and who shall, upon request by the Owners' Committee, attend such meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

52. The following provisions shall apply in all meetings of the Owners' Committee :-

- (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman shall have a second or casting vote.

53. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for

any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.

54. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.
55. The Owners' Committee shall cause to be kept records and minutes of :-
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
  - (b) all resolutions and notes of proceedings of the Owners' Committee;
  - (c) the members present at all meetings.
56. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor.

## SECTION VI

### MEETING OF OWNERS

57. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Development and in regard to such meetings the following provisions shall apply :-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation.
  - (b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not

later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owner's Committee and transacting any other business of which due notice is given in the notice convening such meeting.

- (c) Further and subsequent meetings shall be convened in accordance with paragraph 8 of Schedule 8 to the BMO.
  - (d) The provisions of Schedule 8 to the BMO in relation to meetings of the Owners shall be applicable and incorporated in and form part of this Deed.
58. (a) Any resolution on any matter concerning the Lot and the Development passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Development Provided as follows :-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
  - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.
- (b) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
  - (c) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share.
59. For the purpose of Clauses 57 and 58 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided



Share(s) allocated to the Common Areas and Facilities which shall not carry any voting rights at any meeting nor will those Undivided Share(s) be taken into account for the purpose of calculating the quorum of any meeting.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

60. In the event of the Development or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for habitation or use, the Manager or the Owners' Committee or the Owners of not less than 75% of the Undivided Shares allocated to the damaged part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Development or (as the case may be) the part thereof so affected and such meeting may resolve by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part of the Development so affected. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Development or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Development or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Development or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than 75% of those present at the meeting to reinstate or rebuild the Development or (as the case may be) the part thereof so affected the Owners of the Development or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Development or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Development or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Development or the relevant part thereof and be recoverable as a civil debt.
61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof :-

- (a) (i) Every such meeting shall be convened by at least 14 days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
- (ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected
  - (a) personally upon the Owner;
  - (b) by post addressed to the Owner at his last known address; or
  - (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week (i.e. 7 calendar days after the original meeting day) at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the Development or (as the case may be) the part thereof so affected vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
  - (i) by a proxy jointly and appointed by such Owners;
  - (ii) by 1 co-owner appointed by the others; or
  - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect

of the Undivided Share, only the vote that is cast, in person or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of any equality of votes the chairman shall have a second or casting vote.

- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;
- (i) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy at such meeting shall be binding on all the Owners of the Development or (as the case may be) the relevant part of the Development PROVIDED as follows :-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 75% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) or (as the case may be) the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

## SECTION VIII

### MISCELLANEOUS PROVISIONS

62. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager within one month of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and

for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

63. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
64. Notwithstanding anything herein contained, it is hereby specifically agreed that the respective provisions of Schedule 7 and Schedule 8 to the BMO shall be incorporated in and form part of this Deed.
65. There shall be public notice boards (including without limitation, light emitting diode (LED) monitor display notice boards) at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
66. Any Owner who does not occupy his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the Unit which such Owner owns as the address for service of notices.
67. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the management office of the Development or the registered office of the Manager.
68. (a) The First Owner shall at its own cost provide a direct translation in Chinese of this Deed. The First Owner shall deposit a copy of this Deed and the Chinese translation thereof in the management office within one month from the date of this Deed for inspection by

all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.

(b) The First Owner shall deposit a copy of Schedules 7 and 8 to the BMO (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

69. Plans showing the Common Areas are annexed to this Deed. The accuracy of such plans is certified by the Authorized Person. A copy of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.
70. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Development under this Deed including any arrears thereof.
71. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Development and to the Undivided Share or Shares held therewith.
72. Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the BMO and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof or conflict with or is in breach of the conditions of the Government Grant and to the extent that any provisions contained herein shall be in conflict with the BMO and the Schedules thereto, the BMO and the Schedules thereto shall prevail. If any Owners' Corporation is formed under the provisions of the BMO, the Owners' Corporation shall be vested with all the rights, powers, duties and obligations for the control, management and administration of the Lot and the Development conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. During the existence of the Owners' Corporation, the general meeting of the Owners' Corporation convened under the BMO shall take the place of the Owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed, the management committee will take the place of the Owners' Committee.

73. The First Owner shall upon execution of this Deed assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. Such Undivided Shares together with the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares as well as the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed or any relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may at any time require the Manager to, and the Manager in such event shall, assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, after which the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being.
74. (a) The First Owner shall deposit a full copy of the Slope Maintenance Manual (if applicable) in the management office of the Development within one month of the date of this Deed for inspection by all Owners free of charge and taking copies thereof upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (b) The Owners shall at their own expense maintain and carry out all works in respect of the Slopes and Retaining Walls (if any) as required by the Government Grant and this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' Corporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and this Deed and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works in respect of the Slopes and Retaining Walls. The Manager shall not be personally liable for carrying out any such requirements of the Government Grant and this Deed which shall remain the responsibility of the

Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

75. The Owners (including the First Owner) and the Manager hereby covenant with one another to observe, perform and comply with the terms and conditions of the Government Grant so long as they remain (in the case of the Owners) as Owners and (in the case of the Manager) as the Manager.
76. (a) The Owner of each Residential Unit which includes a Non-enclosed Area :-
- (i) shall not use the Non-enclosed Area or permit it to be used for any purpose other than as a balcony or covered areas underneath the lowest balcony or a utility platform or covered areas underneath the lowest utility platform for the proper use and enjoyment of the Residential Unit in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinance, bye-laws and Government regulations from time to time in force;
  - (ii) shall not enclose the Non-enclosed Area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Approved Building Plans;
  - (iii) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense; and
  - (iv) shall not erect, affix or place any structure on the Non-enclosed Area.
- (b) The non-structural prefabricated external walls of the Development are part of the Green and Innovative Features.
- (c) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) or (b) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) or (b) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
- (d) Gross floor area exemptions had been granted by the Government for the incorporation of the Green and Innovative Features into the Development. Each Owner shall keep and maintain the use of the Green and Innovative Features (if any) in accordance with the terms and conditions imposed for such use and shall indemnify the other Owners in respect of any loss or damages that the other Owners may incur due to a breach or non-compliance with the terms and condition conditions by which the exemptions have been granted.

77. (a) The First Owner shall at its own cost and expense compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details:-
- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) Recommended maintenance strategy and procedures;
  - (iv) A list of items of the Works and Installations requiring routine maintenance;
  - (v) Recommended frequency of routine maintenance inspection;
  - (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
  - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.
- (d) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual shall be revised in such manner and at such intervals as may be necessary including but not limited to the addition of Works and Installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (e) The Owners may, by a resolution of Owners at an Owners' Meeting convened under this Deed, decide on revisions to be made to the Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.



- (f) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Fund.
  - (g) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
78. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:
- (a) the term of the contract will not exceed 3 years;
  - (b) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
79. The Owner of each Open Kitchen Unit shall:
- (a) observe and comply with, and shall procure and cause his tenants, licensees and/or occupants to observe and comply with, the Fire Safety Management Plan and any supplement, guideline or direction that may be issued or given by the Manager from time to time relating to the Fire Safety Management Plan or its implementation. In particular, the Owner of each Open Kitchen Unit shall, at his own cost and expense, be responsible for the maintenance, inspection, commissioning, testing and certification by registered fire services installation contractors, in accordance with all applicable laws, regulations, codes of practice and maintenance procedures and the direction of the Manager, the Fire Service Installations for Open Kitchen Units in his Open Kitchen Unit, and shall not alter, remove or obstruct or permit or suffer to be altered, removed or obstructed any of the Fire Service Installations for Open Kitchen Units or any fire-rated wall(s) (including the full height wall having an FRR of not less than -/30/30 adjacent to the Unit exit door) without the approval of the Buildings Department, Fire Services Department and/or any relevant Governmental authorities, and such Owner shall display at all times the fire-safety signage(s) provided within his Open Kitchen Unit, in addition, provide a cut-off sprinkler head (located at not more than 600mm from edge of balcony/utility platform) at indoor area right adjacent to the balcony/utility platform;

- (b) allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) appointed by the Manager to have access to and enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) such Owner's Open Kitchen Unit to carry out inspection of and (if required) carry out works to the Fire Service Installations for Open Kitchen Units in the Open Kitchen Unit. Inspections of the Fire Service Installations for Open Kitchen Units shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections may be carried out. If it transpires or if it is found that any Owner of an Open Kitchen Unit has altered, removed, tampered with or obstructed, or is altering, removing, tampering with or obstructing, or has failed or fails to properly maintain, or otherwise perform any obligations of such Owner in relation to, any of the Fire Service Installations for Open Kitchen Units, the Manager and/or a registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter the Open Kitchen Unit to carry out inspection, testing, replacement, maintenance and/or reinstatement works and, in such a case, such Owner of the Open Kitchen Unit shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, testing, replacement, maintenance and/or reinstatement work; and
- (c) (without prejudice and in addition to the sub-clauses (a) and (b) of this Clause) acknowledge and facilitate the effective exercise of the rights of the Manager under the Fire Safety Management Plan, whether in relation to the Fire Service Installations for Open Kitchen Units in such Owner's Open Kitchen Unit or in any other Open Kitchen Units or in any part of the Common Areas or Common Facilities, and no Owner of any Open Kitchen Unit shall do, permit or suffer anything to be done whereby the Manager may be obstructed, hampered or delayed in complying with the Manager's obligations under the Fire Safety Management Plan.

80. The Owner and Occupier of a Unit shall allow the Manager its agents workmen and contractors at all reasonable times upon prior notice (except in the case of emergency) to enter into and upon his Unit for the purposes of gaining access to and carrying out works for repairing, renewing, replacing, cleansing, painting, decorating, cultivating, landscaping, inspecting, examining or maintaining the Lot or the Development or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Development or any part or parts thereof causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence) and without prejudice to the generality of the foregoing,

the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof or roof or balcony or utility platform forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola and scaffolding.

IN WITNESS whereof the parties to this Deed have caused this Deed to be duly executed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

Summary of Undivided Shares

(A) Residential Units	6,959
(B) Commercial Accommodation	836
(C) Common Areas and Facilities	500
	<hr/>
	8,295
	<hr/>

(A) <u>Residential Units</u>	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
<b>3/F.</b>			
Flat A1 on 3/F. (Note 1)	1	49	49
Flat A2 on 3/F. (Note 1)	1	42	42
Flat A3 on 3/F. (Note 1)	1	26	26
Flat A5 on 3/F. (Note 1)	1	27	27
Flat A6 on 3/F. (Note 2)	1	36	36
Flat B1 on 3/F. (Note 1)	1	24	24
Flat B2 on 3/F. (Note 1)	1	25	25
Flat B3 on 3/F. (Note 1)	1	19	19
Flat B5 on 3/F. (Note 1)	1	20	20
Flat B6 on 3/F. (Note 1)	1	21	21
<b>5/F.-12/F.</b>			
Flat A1 on 5/F.-12/F. (Note 1)	8	49	392
Flat A2 on 5/F.-12/F. (Note 1)	8	42	336
Flat A3 on 5/F.-12/F. (Note 1)	8	26	208
Flat A5 on 5/F.-12/F. (Note 1)	8	27	216
Flat A6 on 5/F.-12/F. (Note 1)	8	37	296
Flat B1 on 5/F.-12/F. (Note 1)	8	24	192
Flat B2 on 5/F.-12/F. (Note 1)	8	25	200
Flat B3 on 5/F.-12/F. (Note 1)	8	19	152
Flat B5 on 5/F.-12/F. (Note 1)	8	20	160
Flat B6 on 5/F.-12/F. (Note 1)	8	21	168
<b>15/F.-23/F.</b>			
Flat A1 on 15/F.-23/F. (Note 1)	9	49	441
Flat A2 on 15/F.-23/F. (Note 1)	9	42	378
Flat A3 on 15/F.-23/F. (Note 1)	9	26	234
Flat A5 on 15/F.-23/F. (Note 1)	9	27	243
Flat A6 on 15/F.-23/F. (Note 1)	9	37	333
Flat B1 on 15/F.-23/F. (Note 1)	9	24	216
Flat B2 on 15/F.-23/F. (Note 1)	9	25	225
Flat B3 on 15/F.-23/F. (Note 1)	9	19	171
Flat B5 on 15/F.-23/F. (Note 1)	9	20	180
Flat B6 on 15/F.-23/F. (Note 1)	9	21	189
<b>25/F.-30/F.</b>			
Flat A1 on 25/F.-30/F. (Note 1)	6	49	294
Flat A2 on 25/F.-30/F. (Note 1)	6	42	252
Flat A3 on 25/F.-30/F. (Note 1)	6	26	156

Flat A5 on 25/F.-30/F. (Note 1)	6	27	162
Flat A6 on 25/F.-30/F. (Note 1)	6	37	222
Flat B1 on 25/F.-30/F. (Note 1)	6	24	144
Flat B2 on 25/F.-30/F. (Note 1)	6	25	150
Flat B3 on 25/F.-30/F. (Note 1)	6	19	114
Flat B5 on 25/F.-30/F. (Note 1)	6	20	120
Flat B6 on 25/F.-30/F. (Note 1)	6	21	126

**Sub-total:** 6,959

		<u>Total No. of Undivided Shares</u>
<b>(B)</b>	<b><u>Commercial Accommodation</u></b>	
	Commercial Accommodation	836
<b>(C)</b>	<b>Common Areas and Facilities</b>	500
<b>Total [ (A) + (B) + (C) ] :</b>		<u><b>8,295</b></u>

*Remarks : There are no 4<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> and 24<sup>th</sup> Floors in the Development*

*Note 1 : means including the balcony thereof.*

*Note 2 : means including the flat roof adjacent thereto.*

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in this Deed, the House Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges :-

(a) Right of way and to use Development Common Areas and Facilities

Full right and liberty for the Owner for the time being, his tenants, servants, agents, contractors, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

(b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;

(c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development;

(d) Right to passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Lot or the Development or any part or parts thereof for the proper use and enjoyment of his Unit;

(e) Right of entry to other parts of Lot and Development to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts or the Lot and the Development for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Development or part thereof.

2. In addition to the above easements, rights and privileges the Owner of each Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any), the House Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, contractors, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.
3. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Development other than their own Units save as expressly herein provided.

**PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT**

The following are the easements, rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit is held :-

(a) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant.

(b) Manager's right of entry for purposes of rebuilding repairing etc.

The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon any Unit for the purposes of rebuilding, repairing, renewing, replacing, cleansing, painting, decorating, cultivating, landscaping, inspecting, examining or maintaining the Lot or the Development or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Development or any part or parts thereof causing as little disturbance as possible and forthwith making good any damage caused thereby but without incurring any liabilities whatsoever (save and except in respect of any act or omission involving criminal liability or dishonesty or negligence) and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the flat roof or roof or balcony or utility platform forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola and scaffolding.

(c) Rights of Way over Right of Way Areas

The Lot and the Development are subject to the rights for, inter alia, the owners and occupiers for the time being of the adjoining lots to go pass and repass over and upon through and along the Right of Way Areas in so far as such rights are still subsisting.

(d) Other Rights

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f), 2 and 3 of Part A of this Second Schedule and as reserved unto the First Owner and the Manager under this Deed.



THE THIRD SCHEDULE ABOVE REFERRED TO

1. Subject to the rights reserved to the First Owner under this Deed, no Owner shall make any structural alteration to any part of the Development owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Development by other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Lot or the Development or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, Occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Lot and the Development.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Development and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Development.
7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry or any other things shall be hung on any flat roofs or roofs or outside the Residential Units or in the Common Areas and Facilities if they are visible from the outside of the Residential Units.

9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Development may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
10. No air-conditioning or other units shall be installed through any windows or external walls of the Residential Units or the Common Areas other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
11. No Owner shall use or cause or permit his Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Residential Accommodation.
13. No Owner of a Residential Unit shall be entitled to connect any installation to the Common Facilities installed by the First Owner or the Manager in or for the Development or any part or parts thereof except with the prior written permission of the Manager and in accordance with any House Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any of his Unit and/or the Development.
14. Save as otherwise provided in this Deed, no external placards, awnings, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of any of the Residential Units shall be erected, installed or otherwise affixed to or exhibited on or projected from any of the Residential Units.
15. Subject to the right of the First Owner to design the first external appearance of the Development upon construction thereof, no Owner shall paint or alter the outside of the Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs or upper roofs of the Development or the walls facing the exterior but situate within the balcony of his Residential Unit.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof at the designated location.
17. No Owner shall permit the playing of mahjong or the carrying out of any other noisy activities in any Residential Unit if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Development.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on the Residential Accommodation PROVIDED THAT birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint from at least three (3) Owners or occupiers of different Units of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash. For the avoidance of doubt, trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
19. Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
20. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lift for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts.
21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Chapter 311 of the Laws of the Hong Kong Special Administrative Region) or any amendments thereto.
22. No Owner shall make any alteration to or interfere with any fire-fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Chapter 95 of the Laws of the Hong Kong Special Administrative Region) or any by-laws or regulations made thereunder.

23. No Owner of a Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
24. No Owner or its agents licensees or contractors shall place on any part of the floors of the Development any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
25. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof.
26. Each Owner shall keep and maintain his Unit and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Development. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto whether or not they are located inside the Unit, or serving that Unit exclusively and all the windows and doors thereof shall be borne by the Owner of such Unit.
27. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong including, but not limited to the law governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. No Owner shall do or cause to be done any act or thing which may be contrary to any relevant Ordinance, regulations, by-laws and rules for the time being in force in Hong Kong.
28. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that

the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.

29. No Owner shall erect or place or cause or permit to be erected or placed any advertising signs or other structure on the flat roof, roof or upper roof in the Residential Accommodation and the Manager shall have the right to enter to remove anything erected or placed on such flat roof, roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
30. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Chapter 95 of the Laws of the Hong Kong Special Administrative Region) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
31. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name).
32. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
33. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or Occupier.
34. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed. No Owner shall do or permit or suffer any act, deed, matter or things whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and this Deed.
35. (a) No Owner shall convert or designate his Unit or any part thereof to be part of the Common Areas unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. No Owner nor the Manager shall have the right to re-convert or re-designate the Common Areas or any part thereof to his or its own use or benefit save as otherwise provided for when the area in question was so converted or designated.  
  
(b) Notwithstanding paragraph 35(a), an Owner may convert or designate any part of his Unit as Common Areas for the common use or benefit of some but not all the Owners ("the affected

owners"); and in that event, only the approval of the affected owners will be required Provided That no expenses for the maintenance or management of such Common Areas shall be borne or paid by any other Owners who do not share in the common use or benefit hereof. The affected Owners may not re-convert or re-designate any such Common Areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted for designated.

36. No Owner shall erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopy, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part.
37. No Owner (except the Owner having the exclusive right to use and occupy the flat roof which forms part of his Unit or except with the consent of the Manager in so far as the flat roofs form part of the Residential Common Areas and are designed for the installation of air-conditioning units serving the Residential Units) shall have the right to use the flat roof or the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
38. The Club House shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the House Rules and the Club Rules as may from time to time be laid down by the Manager. Only those with residents' cards/permits or bona fide guests accompanied by residents of the Residential Accommodation will be allowed to enter and use the facilities in the Club House.
39. No Owner shall convert any part of the Common Areas to his own use or for his own benefit except with the prior approval of the Owners' Committee. Any payment received for such approval shall be credited to the Special Fund.
40. No Owner shall change or replace the railings and/or glass balustrades of the balcony and/or the flat roof and/or the roof and the window panes of his Residential Unit.
41. No Owner shall perform alteration works to any louver type ducted flue system (including but not limited to gas water heater, flue and air intake pipes and louver type flue terminal) in his Residential Unit except with the prior written approval of the Manager and such works shall be carried out by the Manager or any registered gas contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned.
42. A common wall separating two Units shall be repaired and maintained by the Owners of the adjoining Units jointly. Each Owner shall have the right to use the interior surface of the common

wall on his side. No Owner shall use any portion of the common wall so as to interfere with the use and enjoyment of the common wall by the Owner on the other side of the common wall. If a common wall or any portion thereof is damaged or injured from any cause other than due to the act or negligence of one of such Owners, it shall be repaired or maintained at their joint cost and expenses of such Owners in equal shares.

43. No Owner shall demolish or alter the partition walls separating two Units or the floor slabs or roof slabs between two Units which will result in such Units being internally linked to and accessible from each other, unless such partition walls, slabs or roof slabs do not form part of the structural elements of the Development and the prior written consent of the Building Authority or other Government authority in place of them from time to time is obtained.
44. The Owner of any flat roof and/or Non-enclosed Area shall not erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure whatsoever whether of a permanent or temporary nature on the flat roof and/or Non-enclosed Area or any part thereof or the walls of such flat roof and Non-enclosed Area or any part thereof.
45. The Owner of a Unit shall, at its own costs and expenses, keep repair and maintain, in good clean and safe condition, the windows (whether openable or non-openable), window frames of the Unit, all the glass of windows of the Unit (and in case of doubled glazed glass, the whole thereof) and all the vision panels of the curtain walls (whether openable or non-openable), the railings, glass panel(s), glass balustrades and the false ceilings of the Non-enclosed Areas forming part of the Unit owned by him. In addition and without prejudice to any other rights of the Manager under this Deed, the Manager has right by prior written notice (except in the case of emergency), with or without agents, surveyors, workmen and others, and with or without tools, equipment and apparatus, to enter into each Unit for the proposes of inspecting and examining such windows, vision panels of the curtain walls, the railings, glass balustrades and the false ceilings of the Non-enclosed Areas forming part of the Unit provided that the Manager shall make good all damage caused by or arising from the exercise of such entry and shall be liable for the negligent, willful or criminal acts of its agents. Without prejudice to any other provisions in this Deed, no Owner shall replace, change, remove, affix or install or cause or allow to be replaced, removed, affixed or installed any windows, vision panels of the curtain walls, the railings, glass panel(s), glass balustrades and the false ceilings of the Non-enclosed Areas of the Unit owned by him or any part thereof unless (i) such replacement, change, removal or installation must not affect or alter the external appearance of the Development and (ii) prior written approval of the Manager shall have been obtained. Any such approval by the Manager may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
46. The Owner of each Residential Unit with Non-enclosed Areas shall keep maintain the same as Non-enclosed Areas in such design and layout as provided in the Approved Building Plans and shall not

cause or permit or suffer or allow the same to be enclosed in whole or in part in whatever manner and shall at all times repair and maintain the same in good repair and condition.

47. The Owner of each Residential Unit with Non-enclosed Areas shall not erect, affix, place or cause or permit or suffer to allow to be affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Non-enclosed Areas or any part thereof.
48. The Owner of each Residential Unit which is an Open Kitchen Unit shall observe and perform and cause his tenants lessees licensees and occupiers to observe terms and conditions in this Deed governing the use and maintenance of Open Kitchen Units, the provisions in the Fire Safety Management Plan and the directions of the Manager from time to time so far as they relate to his Residential Unit.
49. Subject to the rights reserved to the First Owner in this Deed, the design of a shop front of the Commercial Accommodation or any part thereof shall first be approved by the Manager in writing. No Owner of the Commercial Accommodation or any part thereof intended to be used as a shop shall alter the design of the shop front as originally approved by the Manager without the Manager's prior written consent.
50. Notwithstanding anything contained in this Deed, the Owner of the Commercial Accommodation or any part thereof may exhibit within its own shopfront advertising signs, name plates or lamp plates in relation to his business provided that the specifications and design are first approved in writing by the Manager on such terms and conditions as the Manager seems fit, and provided they do not extend beyond the external boundary and the height of such Unit and do not cause nuisance or annoyance to the occupants of any neighbouring premises. Each such Owner shall be solely responsible for and shall indemnify all other Owners, the First Owner and the Manager from all actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the affixing, installation, use or removal of any sign or plate exhibited on or from his Unit or any defect therein or non-repair thereof.
51. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep the Unit (including, without limitation, the Green and Innovative Features forming part of such Units) in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development.
52. The Owner of any flat roof shall not :



- (a) erect, affix or place or cause or permit or suffer to be erected, affixed or place any structure or chattels whatsoever whether of a permanent or temporary nature on the walls of flat roof or any part of such walls; or
  - (b) enclose or cause or permit or suffer to be enclosed any brackets, sockets or parts used or intended to be used in connection with the Gondola System.
- 53. The Owner of any roof and/or flat roof shall at all reasonable times subject to prior written notice (except in an emergency) given by the Manager provide free and uninterrupted access to the Manager or its agents (i) for the affixing of the gondola to the said brackets, sockets or parts and operation and running of the Gondola System and associated equipment and (ii) to affix, install, operate, manoeuvre, use, repair, maintain, clean the said brackets, sockets or parts of the Gondola System and associated equipment over and/or along the roof and/or flat roof or any part thereof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development Provided that the right of the Owner of the roof and/or flat roof to hold, use, occupy and enjoy his Unit and its flat roof shall not be interfered with and Provided Further that the Manager shall make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of its agent.
- 54. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, matter or place any items in the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace pertaining to its Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the Gondola System at any time in the course of the management and/or maintenance of the Development.
- 55. The Owner of the Commercial Accommodation or any part thereof shall permit the Manager to enter with or without workmen and equipment at all reasonable times and upon prior arrangement (except in case of emergency) into and upon the Commercial Accommodation of the Development or any part thereof to maintain, alter, repair, replace, renew, remove, inspect, cultivate, clean any drains, pipes, cables, sewers, channels, wires, ducts, Signs, planters or any other services and facilities which form part of the Development Common Facilities installed therein provided that the least disturbance shall be caused and any damage caused thereby shall be made good forthwith.
- 56. The Owners shall permit all those persons so entitled at all times to pass and repass on, along, over or through the Right of Way Areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

Summary of Management Units

<b>(A) Residential Units</b>	6,959
<b>(B) Commercial Accommodation</b>	836
	<hr/>
	7,795
	<hr/>

<b>(A) Residential Units</b>	<b>No. of Units</b>	<b>No. of Management Units per Unit</b>	<b>Total No. of Management Units</b>
<b>3/F.</b>			
Flat A1 on 3/F. (Note 1)	1	49	49
Flat A2 on 3/F. (Note 1)	1	42	42
Flat A3 on 3/F. (Note 1)	1	26	26
Flat A5 on 3/F. (Note 1)	1	27	27
Flat A6 on 3/F. (Note 2)	1	36	36
Flat B1 on 3/F. (Note 1)	1	24	24
Flat B2 on 3/F. (Note 1)	1	25	25
Flat B3 on 3/F. (Note 1)	1	19	19
Flat B5 on 3/F. (Note 1)	1	20	20
Flat B6 on 3/F. (Note 1)	1	21	21
<b>5/F.-12/F.</b>			
Flat A1 on 5/F.-12/F. (Note 1)	8	49	392
Flat A2 on 5/F.-12/F. (Note 1)	8	42	336
Flat A3 on 5/F.-12/F. (Note 1)	8	26	208
Flat A5 on 5/F.-12/F. (Note 1)	8	27	216
Flat A6 on 5/F.-12/F. (Note 1)	8	37	296
Flat B1 on 5/F.-12/F. (Note 1)	8	24	192
Flat B2 on 5/F.-12/F. (Note 1)	8	25	200
Flat B3 on 5/F.-12/F. (Note 1)	8	19	152
Flat B5 on 5/F.-12/F. (Note 1)	8	20	160
Flat B6 on 5/F.-12/F. (Note 1)	8	21	168
<b>15/F.-23/F.</b>			
Flat A1 on 15/F.-23/F. (Note 1)	9	49	441
Flat A2 on 15/F.-23/F. (Note 1)	9	42	378
Flat A3 on 15/F.-23/F. (Note 1)	9	26	234
Flat A5 on 15/F.-23/F. (Note 1)	9	27	243
Flat A6 on 15/F.-23/F. (Note 1)	9	37	333
Flat B1 on 15/F.-23/F. (Note 1)	9	24	216
Flat B2 on 15/F.-23/F. (Note 1)	9	25	225
Flat B3 on 15/F.-23/F. (Note 1)	9	19	171
Flat B5 on 15/F.-23/F. (Note 1)	9	20	180
Flat B6 on 15/F.-23/F. (Note 1)	9	21	189
<b>25/F.-30/F.</b>			
Flat A1 on 25/F.-30/F. (Note 1)	6	49	294
Flat A2 on 25/F.-30/F. (Note 1)	6	42	252
Flat A3 on 25/F.-30/F. (Note 1)	6	26	156

Flat A5 on 25/F.-30/F. (Note 1)	6	27	162
Flat A6 on 25/F.-30/F. (Note 1)	6	37	222
Flat B1 on 25/F.-30/F. (Note 1)	6	24	144
Flat B2 on 25/F.-30/F. (Note 1)	6	25	150
Flat B3 on 25/F.-30/F. (Note 1)	6	19	114
Flat B5 on 25/F.-30/F. (Note 1)	6	20	120
Flat B6 on 25/F.-30/F. (Note 1)	6	21	126

**Sub-total:** 6,959

**(B) Commercial Accommodation**

**Total No. of  
Management  
Units**

Commercial Accommodation

836

**Total [ (A) + (B) ] :** 7,795

- Remarks : There are no 4<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> and 24<sup>th</sup> Floors in the Development*  
*Note 1 : means including the balcony thereof.*  
*Note 2 : means including the flat roof adjacent thereto*

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) slope structures (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations; and
- (xii) other major items as from time to time be added or revised in accordance with the provisions of the Deed.

SEALED with the Common Seal of EARNING )  
YIELD LIMITED in the presence of and )  
SIGNED by )  
whose signature(s) is/are verified by :- )

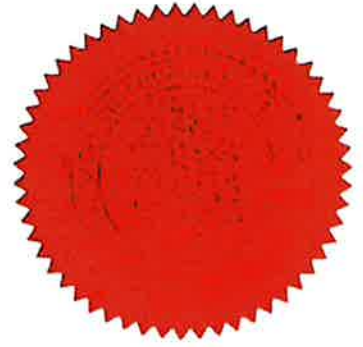


SIGNED SEALED and DELIVERED by the )  
 )  
Second Owner (who having been previously )  
 )  
identified by identification document(s) as )  
 )  
specified above) in the presence of :- )

INTERPRETED to the Second Owner by :-

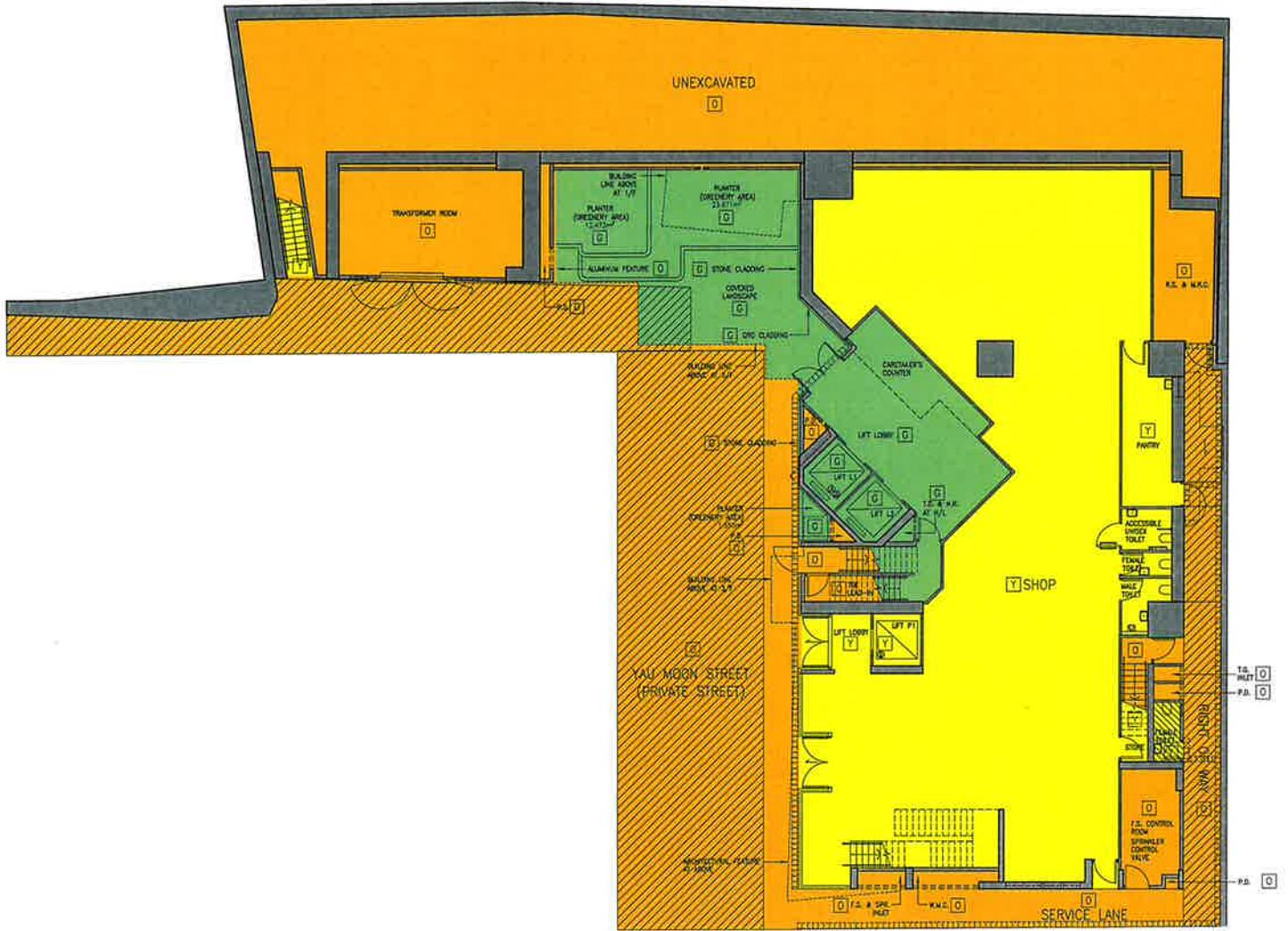
**SEALED with the Common Seal of the Manager  
in the presence of and SIGNED by**

**whose signature(s) is/are verified by :-**





UPPER GROUND FLOOR PLAN



**LEGEND:**

- G - GREEN  
RESIDENTIAL COMMON AREAS
- G - GREEN HATCHED BLACK  
RESIDENTIAL COMMON AREAS
- Y - YELLOW  
COMMERCIAL ACCOMODATION
- Y - YELLOW HATCHED BLACK  
COMMERCIAL COMMON AREAS
- O - ORANGE  
DEVELOPMENT COMMON AREAS
- O - ORANGE HATCHED BLACK  
DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

*I hereby certify the accuracy of this plan*

  
LAM CHUNG WAI  
Authorized Person

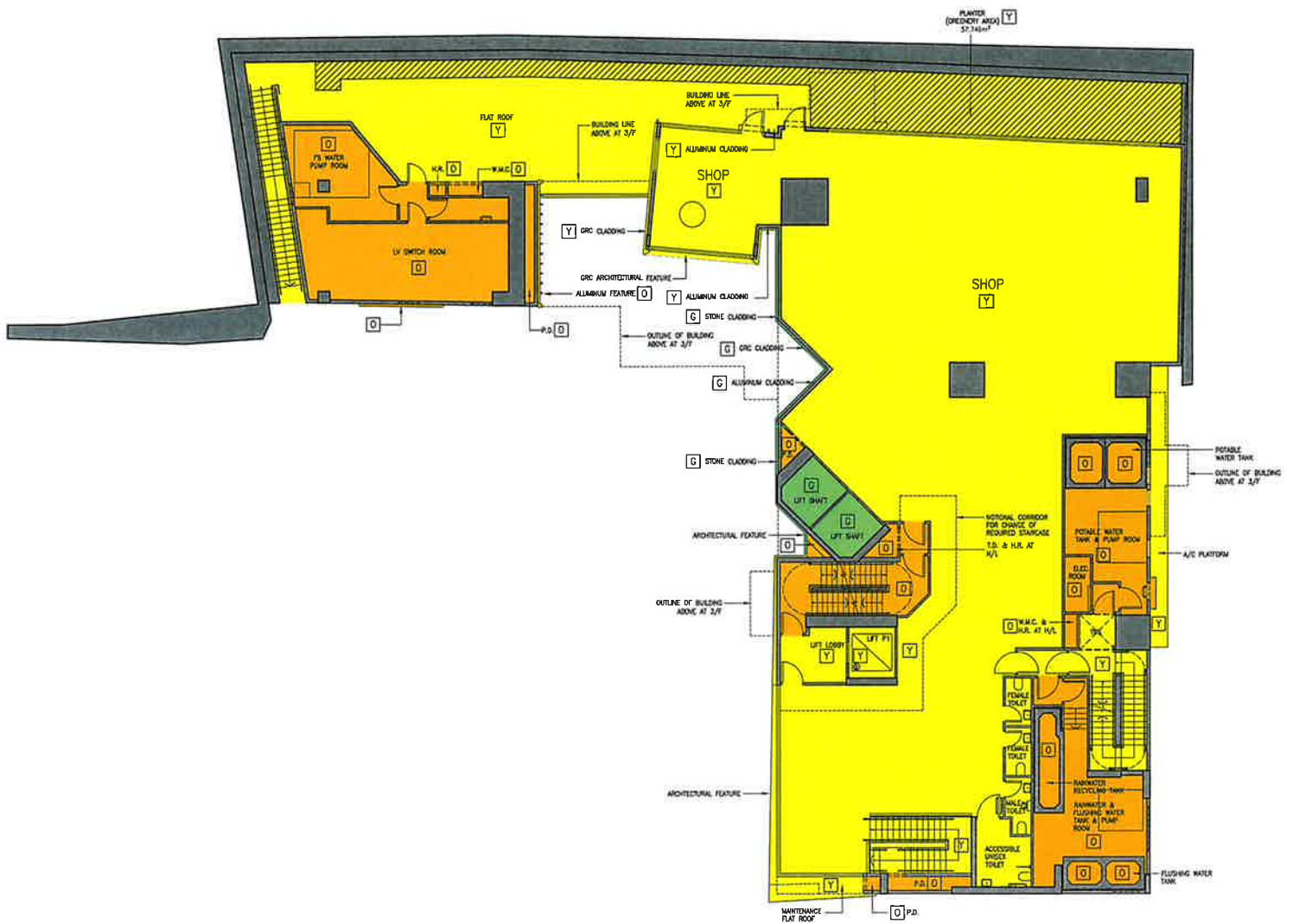


GROUND FLOOR PLAN

No.74 Waterloo Road, Kowloon, Hong Kong  
K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.





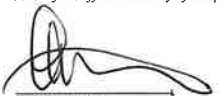


**LEGEND:**

- GREEN RESIDENTIAL COMMON AREAS
- YELLOW COMMERCIAL ACCOMMODATION
- YELLOW HATCHED BLACK COMMERCIAL COMMON AREAS
- ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

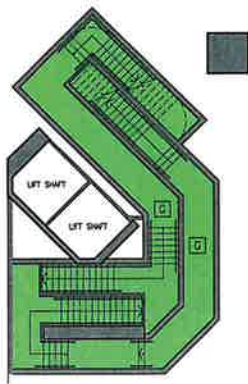
*I hereby certify the accuracy of this plan*

  
**LAM CHUNG WAI**  
 Authorized Person

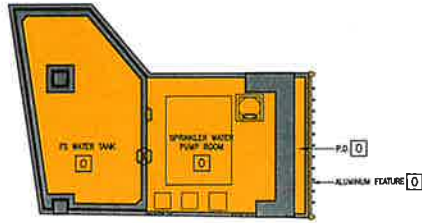
**1/F FLOOR PLAN**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.

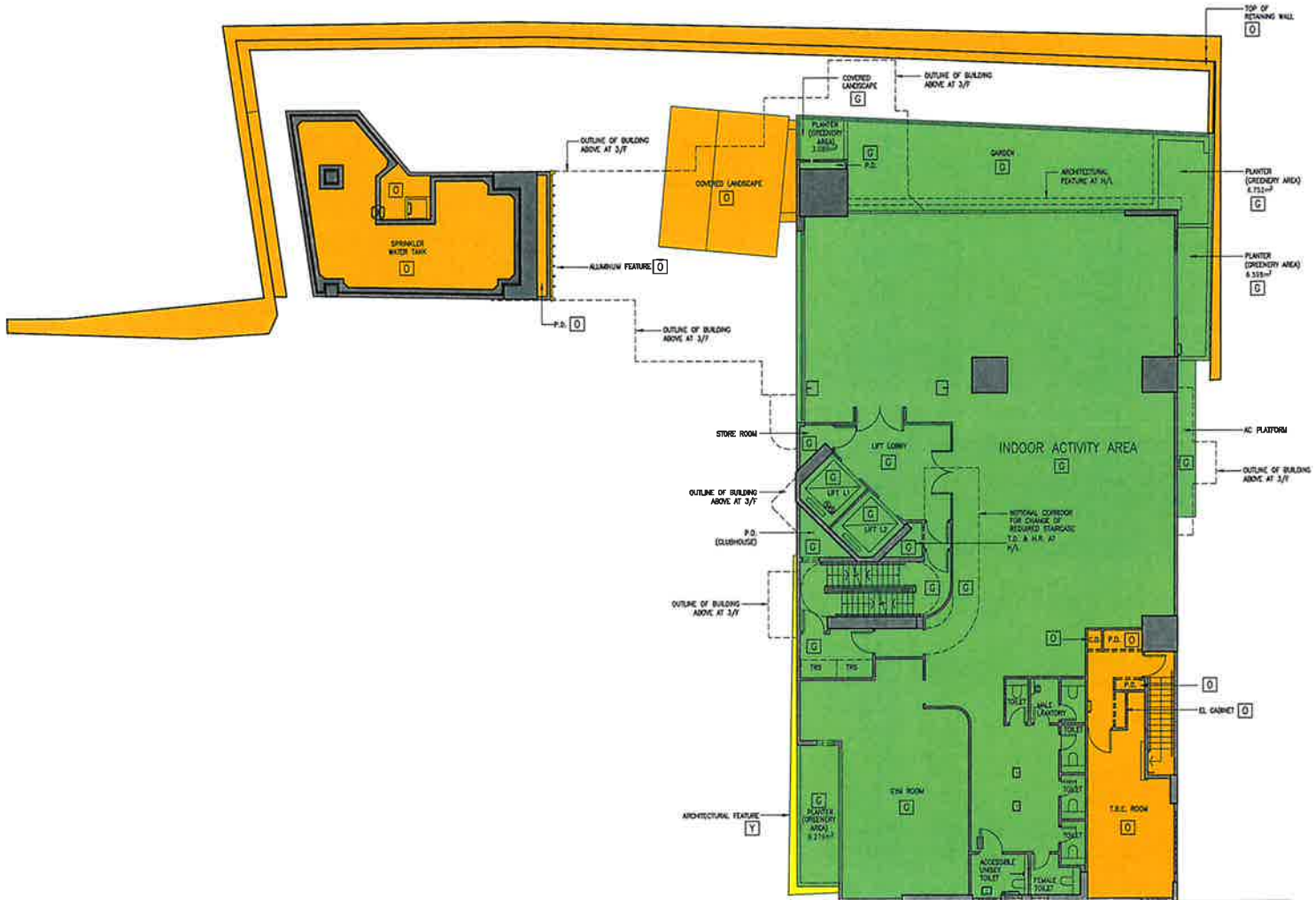




PART PLAN OF ST-1 & ST-2



PART PLAN OF SPR. PUMP ROOM



**2/F FLOOR PLAN**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sl, sJ, sL, sM, sN and RP & Ext.



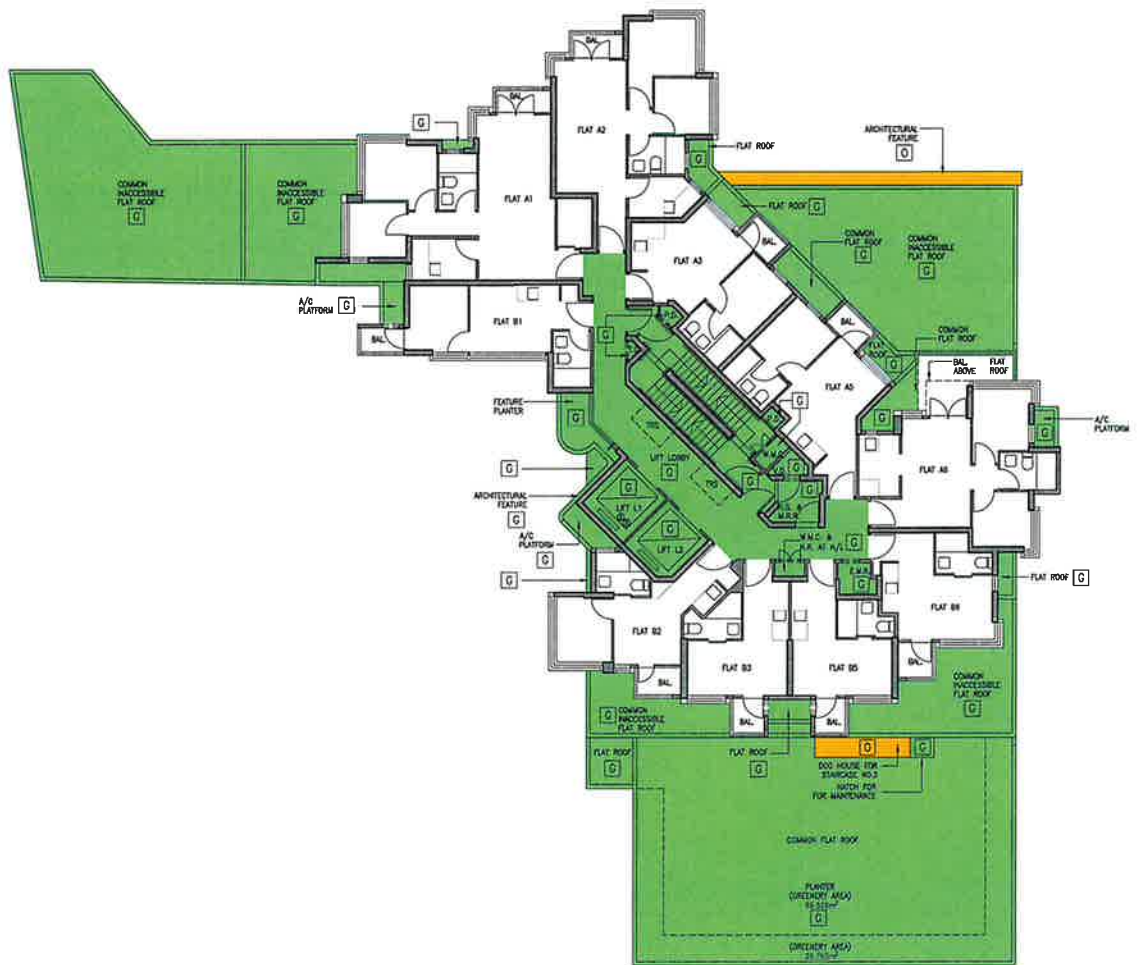
**LEGEND:**

- GREEN  
RESIDENTIAL COMMON AREAS
- YELLOW  
COMMERCIAL ACCOMMODATION
- ORANGE  
DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan

*LAM CHUNG WAI*  
 LAM CHUNG WAI  
 Authorized Person



**3/F FLOOR PLAN**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.




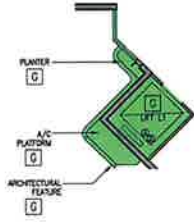
**LEGEND:**

- GREEN RESIDENTIAL COMMON AREAS
- ORANGE DEVELOPMENT COMMON AREAS

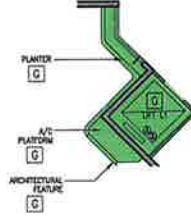
FOR IDENTIFICATION PURPOSE ONLY

*I hereby certify the accuracy of this plan*

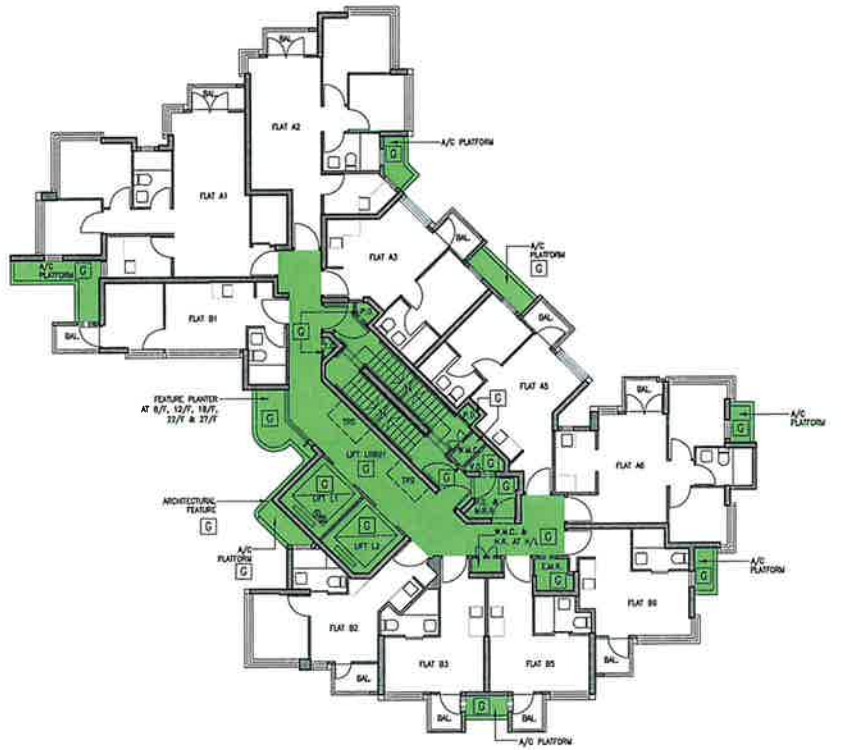
  
**LAM CHUNG WAI**  
 Authorized Person



PART PLAN AT 5/F, 9/F, 15/F, 19/F, 23/F & 28/F



PART PLAN AT 6/F, 7/F, 10/F, 11/F, 16/F, 17/F, 20/F, 21/F, 25/F, 26/F, 29/F & 30/F



**TYPICAL FLOOR PLAN**

No.74 Waterloo Road, Kowloon, Hong Kong  
K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.



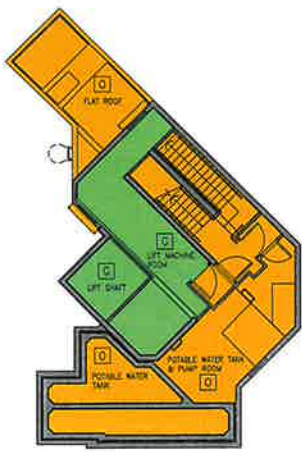
**LEGEND:**

 - GREEN RESIDENTIAL COMMON AREAS

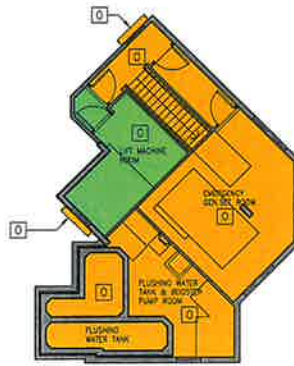
FOR IDENTIFICATION PURPOSE ONLY

*I hereby certify the accuracy of this plan*

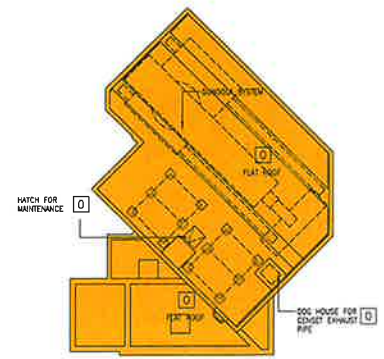
  
**LAM CHUNG WAI**  
Authorized Person



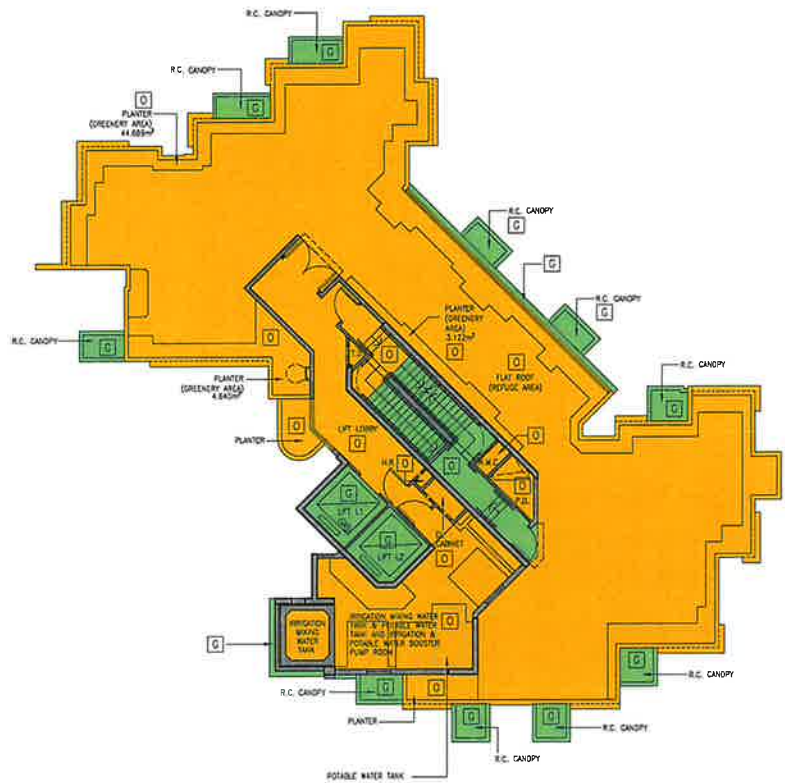
UPPER ROOF 1 FLOOR PLAN



UPPER ROOF 2 FLOOR PLAN



TOP ROOF FLOOR PLAN



**ROOF FLOOR PLAN**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sl, sJ, sL, sM, sN and RP & Ext.



**LEGEND:**

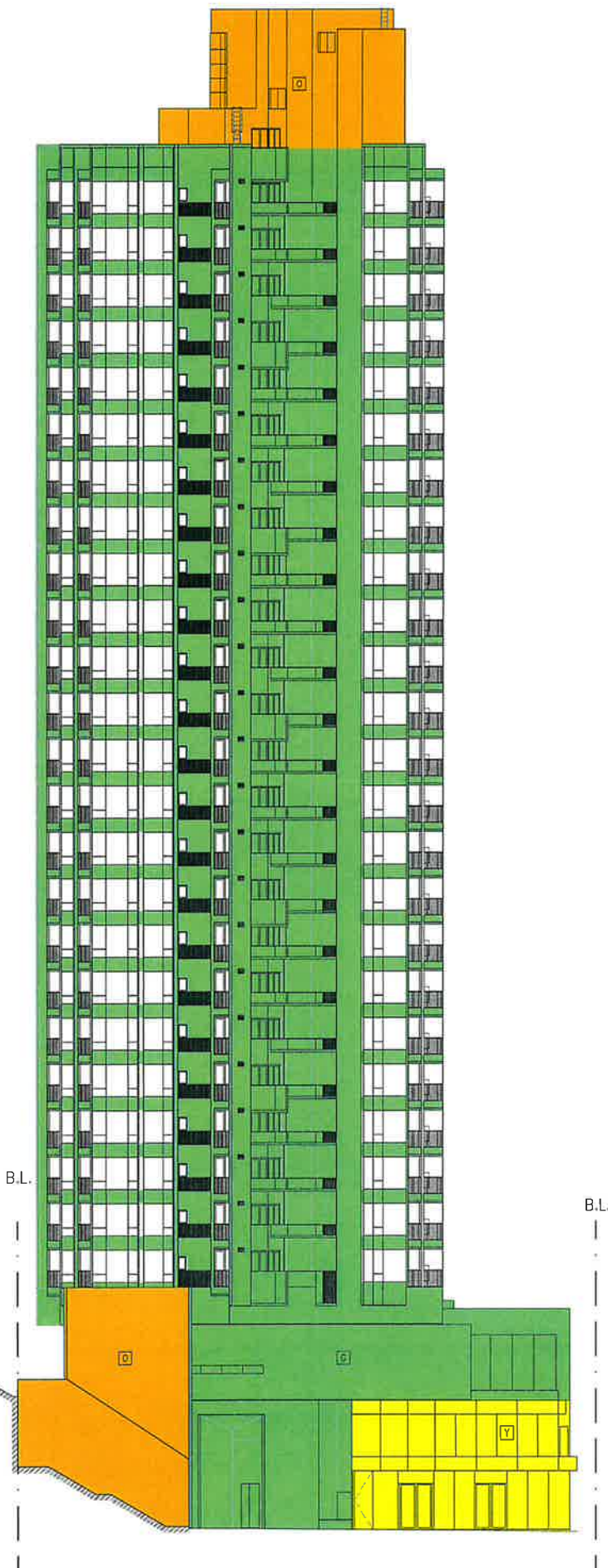
- GREEN RESIDENTIAL COMMON AREAS
- ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

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 LAM CHUNG WAI  
 Authorized Person

TOP ROOF	109.85
UPPER ROOF 2	105.95
UPPER ROOF 1	103.35
ROOF FLOOR	100.00 (OZP Max. 100mPD)
30/F	96.825
29/F	93.70
28/F	90.575
27/F	87.45
26/F	84.325
25/F	81.20
23/F	78.075
22/F	74.95
21/F	71.825
20/F	68.70
19/F	65.575
18/F	62.45
17/F	59.325
16/F	56.20
15/F	53.075
12/F	49.95
11/F	46.825
10/F	43.70
9/F	40.575
8/F	37.45
7/F	34.325
6/F	31.20
5/F	28.075
3/F	24.95
TRANSFER STRUCTURE	22.50
2/F	18.00
1/F	13.40
G/F	8.70



- LEGEND:**
- G - GREEN RESIDENTIAL COMMON AREAS
  - Y - YELLOW COMMERCIAL ACCOMODATION
  - O - ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan

LAM CHUNG WAI  
Authorized Person

**NORTH ELEVATION**

No.74 Waterloo Road, Kowloon, Hong Kong  
K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.





**EAST ELEVATION**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sl, sJ, sL, sM, sN and RP & Ext.

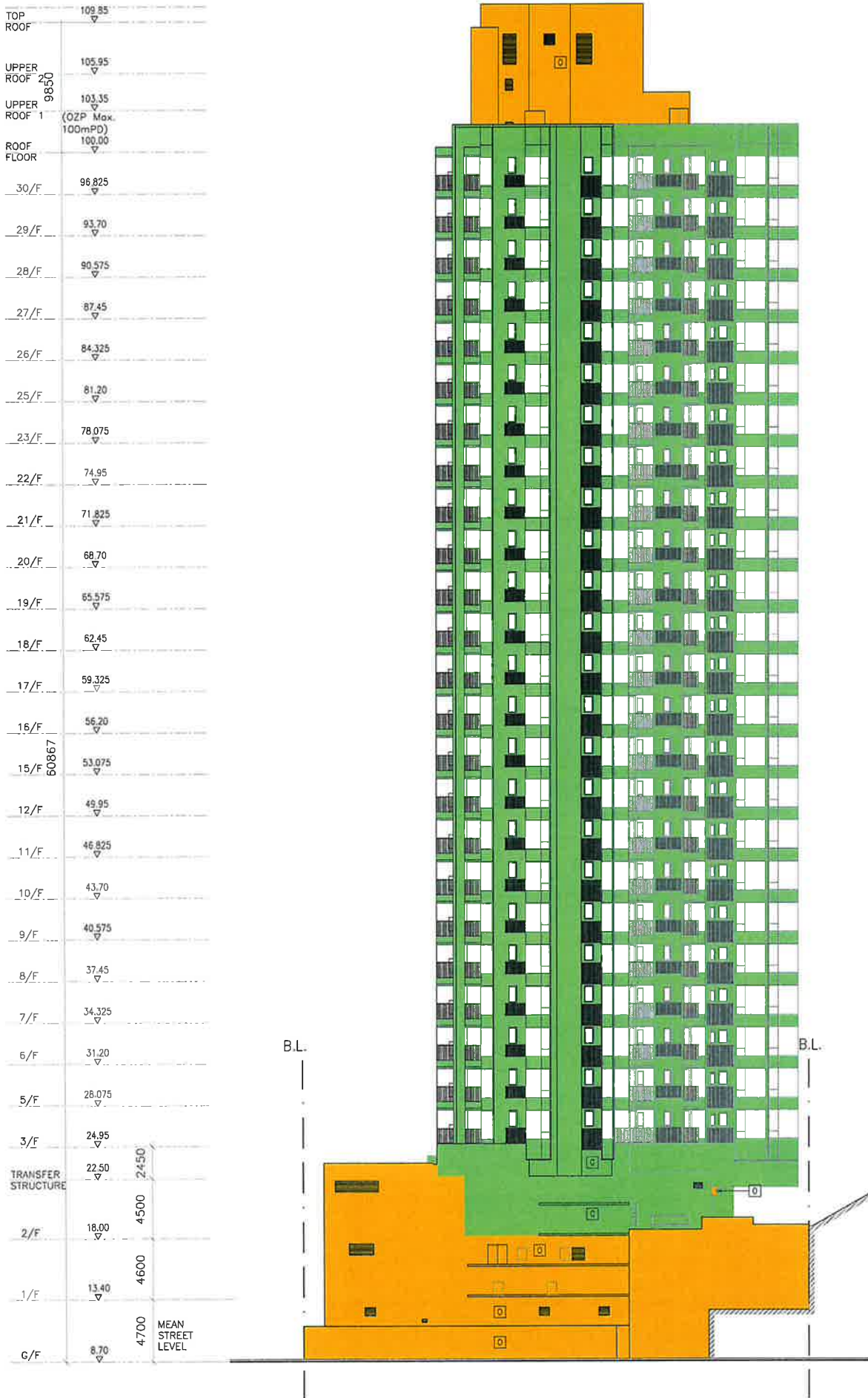
- LEGEND:**
- G - GREEN RESIDENTIAL COMMON AREAS
  - Y - YELLOW COMMERCIAL ACCOMODATION
  - O - ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

*I hereby certify the accuracy of this plan*

  
**LAM CHIUNG WAI**  
 Authorized Person





**SOUTH ELEVATION**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.

- LEGEND:**
- G - GREEN RESIDENTIAL COMMON AREAS
  - O - ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

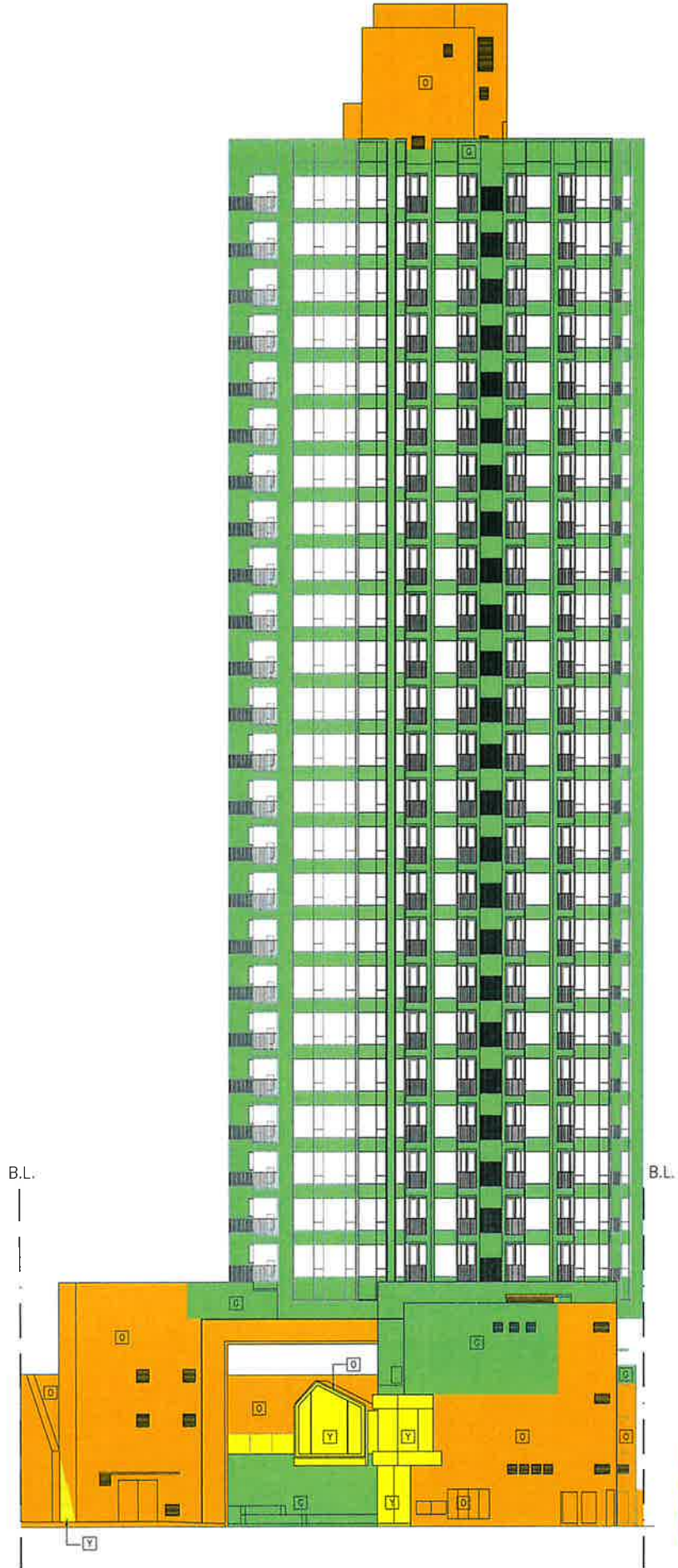
I hereby certify the accuracy of this plan

LAM CHIUNG WAI  
 Authorized Person





TOP ROOF	102.55	
UPPER ROOF	105.95	
UPPER ROOF 1	103.35	(OZP Max. 100mPD)
ROOF FLOOR	100.00	
30/F	96.825	
29/F	93.70	
28/F	90.575	
27/F	87.45	
26/F	84.325	
25/F	81.20	
23/F	78.075	
22/F	74.95	
21/F	71.825	
20/F	68.70	
19/F	65.575	
18/F	62.45	
17/F	59.325	
16/F	56.20	
15/F	53.075	
12/F	49.95	
11/F	46.825	
10/F	43.70	
9/F	40.575	
8/F	37.45	
7/F	34.325	
6/F	31.20	
5/F	28.075	
3/F	24.95	
TRANSFER STRUCTURE	22.50	24.50
2/F	18.00	4500
1/F	13.40	4600
G/F	8.70	4700 MEAN STREET LEVEL



- LEGEND:**
- G - GREEN RESIDENTIAL COMMON AREAS
  - Y - YELLOW COMMERCIAL ACCOMMODATION
  - O - ORANGE DEVELOPMENT COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

**WEST ELEVATION**

No.74 Waterloo Road, Kowloon, Hong Kong  
 K.I.L. 3903 sG ss1, sG RP, sH, sI, sJ, sL, sM, sN and RP & Ext.



I hereby certify the accuracy of this plan

LAM CHUNG WAI  
 Authorized Person

DATED the 21st day of April 2021

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Earning Yield Limited  
AND  
WONG SHUET MING  
AND  
NEW WORLD PROPERTY MANAGEMENT COMPANY LIMITED

---

DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT

in respect of

Subsection 1 of Section G of Kowloon Inland Lot No. 3903, The Remaining Portion of Section G of Kowloon Inland Lot No. 3903, Section H of Kowloon Inland Lot No. 3903, Section I of Kowloon Inland Lot No. 3903, Section J of Kowloon Inland Lot No. 3903, Section L of Kowloon Inland Lot No. 3903, Section M of Kowloon Inland Lot No. 3903, Section N of Kowloon Inland Lot No. 3903 and The Remaining Portion of Kowloon Inland Lot No. 3903 and the Extension Thereto

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IU, LAI & LI  
Solicitors & Notaries  
Rooms 2201, 2201A & 2202,  
22<sup>nd</sup> Floor, Tower I,  
Admiralty Centre,  
No. 18 Harcourt Road,  
Hong Kong  
DOL:AC:IT CON 94248